Agenda
City of Cocoa
Regular Meeting

September 22, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 22, 2026.
2. Minutes: Regular Meeting of July 28, 2026.

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), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve a Multi-Year Piggyback Contract Agreement with Pace Analytical of Ormond Beach, Florida, utilizing the Seminole County Contract No. RFP-5099-25/LTT for the provision of Laboratory Analysis Services, not to exceed a total amount of $75,000 for Fiscal Years 2027-2029, subject to the adopted budget.
2. Approve a Two-Month Contract Extension with Allied Universal Corp.,contract B-22-12-COC-B for Liquid Sodium Hypochlorite through November 26, 2026; Approve Contract B-25-01-BCPEPC-F with Kemira Water Solutions, Inc. for

Ferric Sulfate at $2.25 per gallon; Acknowledge City Manager Renewal Amendments for Carmeuse Lime & Stone, Matheson Tri-Gas, Inc., Thatcher Chemical of Florida, Inc., and Linde, Inc., as well as Year 3 of the WE Soda Wyoming LP Agreement; and Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Purchase Orders Not to Exceed the Adopted FY2027 Chemical Budget.

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC. in the amount of $300,000 for Fiscal Year 2027; Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2027 Budget for Chemicals, pending the Adoption of the FY27 Budget.

4. Approval of the revised Emergency Pay Policy.

5. Authorize the City Manager to Execute Three separate multi-year Agreements with P&A Group for professional services for Retiree Billing, COBRA Administration, and Flexible Spending Account (FSA) with two one-year renewals for each contract with a term commencing October 1, 2026 through September 30, 2029. Authorize the City Manager to execute renewals through September 30, 2031.

6. Approve Change Order to the Professional Services Agreement with Sciens LLC and Purchase Order 84694 in the amount of $5,600, bringing the total contract value to $80,550, based off of TIPS Cooperative Procurement Contract #23015, for additional consulting services related to ERP procurement support, and authorize the City Manager to execute the change order.

7. Approve Task Order 2027-20 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility. Sellers also request authorization to fund a Purchase Order in the amount of $196,302.41 (Pending FY27 Budget Approval).

   *******This Item is Confidential per FS 119.0725 and Not for Public Release*******

8. Approve increasing the FY 2027 contract purchasing capacity to $174,273 and issuing a Purchase Order in the amount of $174,273 to H&H Liquid Sludge Disposal, Inc. (Branford, FL) for sludge hauling services under the piggybacked City of Holly Hill RFP #24-WW-01, contingent upon the adoption of the FY 2027 budget; to authorize the City Manager to execute a contract renewal prior to the contract expiration June 25, 2027, contingent upon the City of Holly Hill extending its lead contract.

9. Approve Annual Renewal Amendment No. 3 of Piggyback Agreement based Orange County Contract Y22-170 Amendment No. 4 with Environmental

Operating Solutions in the estimated amount of $106,875 for Supplemental Carbon at the Sellers Water Reclamation Facility for FY2027; Authorize the City manager to execute the agreement and corresponding purchasing order; Authorize the City Manager to approve change orders in an amount not to exceed the total FY2027 budget for chemicals, pending the adoption of the FY2027 budget.

10. Award Bid #B-26-14-COC for Pond Maintenance Services to Future Horizons, Inc., approve a five-year contract with two (2) optional one-year renewals, and authorize the City Manager to negotiate and execute the agreement for an initial term annual amount not to exceed $14,853.00, and to execute option renewals subject to available budgeted funds.

VI. Public Hearings:

VII. Council Business:

1. Council Consideration and Public Comment on the use of the FY2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula in the amount $18,661, and authorize the Grants Writer to submit the City's Application.

VIII. City Business:

1. Council approval to apply for a BJA FY2026 Body-Worn Camera and Implementation Policy Program (BWCPIP) in the amount of $140,000 for body-worn cameras.

2. Approve a resolution amending the FY 2026 budget, BAF 26-102-A, for additional funding for fire operations overtime to get through year-end.

3. Council Approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Brian Delos Santos and Approve a Resolution Amending the FY2026 budget, BAF#26-101-A, in the amount of $6,000.

4. To Authorize the City Manager to sign/execute the Florida Department of Environmental Protection(FDEP) Water Quality Grant Agreement #LG032 for partial funding of the Indian River Gravity Main Extension Project (Zone J & K Septic to Sewer); Approve Resolution amending the FY26 Budget, BAF 2026-091-A, accepting the grant.

IX. Informational Agenda:

1. FY 2026 August Budget Adjustment Report

2. 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.

3. 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.

4. Bi-Weekly Report for September 4, 2026 - September 17, 2026.

5. Informational Only - The City of Cocoa's Open Board Vacancies.

X. Reports:

XI. Adjournment:

XII. Notice to the Public:

This is a public meeting. All interested parties may attend in person. The facility wherein this public meeting will be held is accessible to the physically handicapped. In accordance with the Americans With Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Cocoa, listed below, at least 48 hours prior to the meeting: Monica Arsenault, City Clerk, 65 Stone Street, Cocoa, by telephone at (321) 433-8488 or via email at marsenault@cocoafl.gov. Additionally, interested persons may view or listen to the meeting electronically at the following internet sites:

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2. https://www.youtube.com/@CityofCocoaFlorida/streams

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

Although members of the public are entitled to be heard by the City Council on certain items on the meeting agenda pursuant to the City Council Rules of Procedure, members of the public are not entitled to an immediate response by either administrative staff members or Council; however, the City Council or administrative staff may provide a response at their discretion. When presenting before the City Council, all comments or questions should be directed to the Mayor or the chair of the meeting. Comments or questions should not be made directly to administrative staff without permission from the Mayor or chair.

Public debate by individual speakers from the audience on public hearing items shall be limited to three (3) minutes. Applicants or representatives of recognized groups with special interests in a matter shall be limited to ten (10) minutes; and total debate on a single issue shall be limited to thirty (30) minutes. Only one presentation per person per item shall be allowed.

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. Matters may also be raised by the Council, City Manager or City Attorney under reports and acted upon by the City Council.

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

CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2026
Agenda Date:	September 22, 2026
File ID:	2026-609
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Approve the September 22, 2026 Regular City Council meeting as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the September 22, 2026 Regular City Council meeting as written or with amendments.

Agenda
City of Cocoa
Regular Meeting

September 22, 2026
6:00 PM
65 Stone Street, Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of September 22, 2026. (2026-609).
2. Minutes: Regular Meeting of July 28, 2026. (2026-610).

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), water and sewer customers (on matters related to the City's water and/or sewer system), and any person on any item on the agenda (except Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items), may address the City Council under Delegations by filling out a speaker card. Speaker cards are located in the Council Chamber lobby and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. Consent Agenda:

1. Approve a Multi-Year Piggyback Contract Agreement with Pace Analytical of Ormond Beach, Florida, utilizing the Seminole County Contract No. RFP-5099-25/LTT for the provision of Laboratory Analysis Services, not to exceed a total amount of $75,000 for Fiscal Years 2027-2029, subject to the adopted budget. (2026-784). (Utilities Director)

2. Approve a Two-Month Contract Extension with Allied Universal Corp.,contract B-22-12-COC-B for Liquid Sodium Hypochlorite through November 26, 2026;

Approve Contract B-25-01-BCPEPC-F with Kemira Water Solutions, Inc. for Ferric Sulfate at $2.25 per gallon; Acknowledge City Manager Renewal Amendments for Carmeuse Lime & Stone, Matheson Tri-Gas, Inc., Thatcher Chemical of Florida, Inc., and Linde, Inc., as well as Year 3 of the WE Soda Wyoming LP Agreement; and Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Purchase Orders Not to Exceed the Adopted FY2027 Chemical Budget. (2026-790). (Utilities Director)

3. Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC. in the amount of $300,000 for Fiscal Year 2027; Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2027 Budget for Chemicals, pending the Adoption of the FY27 Budget. (2026-791). (Utilities Director)

4. Approval of the revised Emergency Pay Policy. (2026-777). (HR Director)

5. Authorize the City Manager to Execute Three separate multi-year Agreements with P&A Group for professional services for Retiree Billing, COBRA Administration, and Flexible Spending Account (FSA) with two one-year renewals for each contract with a term commencing October 1, 2026 through September 30, 2029. Authorize the City Manager to execute renewals through September 30, 2031. (2026-675). (HR Director)

6. Approve Change Order to the Professional Services Agreement with Sciens LLC and Purchase Order 84694 in the amount of $5,600, bringing the total contract value to $80,550, based off of TIPS Cooperative Procurement Contract #23015, for additional consulting services related to ERP procurement support, and authorize the City Manager to execute the change order. (2026-819). (Finance Director)

7. Approve Task Order 2027-20 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility. Sellers also request authorization to fund a Purchase Order in the amount of $196,302.41 (Pending FY27 Budget Approval). (2026-813). (Utilities Director)

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8. Approve increasing the FY 2027 contract purchasing capacity to $174,273 and issuing a Purchase Order in the amount of $174,273 to H&H Liquid Sludge Disposal, Inc. (Branford, FL) for sludge hauling services under the piggybacked City of Holly Hill RFP #24-WW-01, contingent upon the adoption of the FY 2027 budget; to authorize the City Manager to execute a contract renewal prior to the contract expiration June 25, 2027, contingent upon the City of Holly Hill extending its lead contract. (2026-814). (Utilities Director)

9. Approve Annual Renewal Amendment No. 3 of Piggyback Agreement based Orange County Contract Y22-170 Amendment No. 4 with Environmental Operating Solutions in the estimated amount of $106,875 for Supplemental Carbon at the Sellers Water Reclamation Facility for FY2027; Authorize the City manager to execute the agreement and corresponding purchasing order; Authorize the City Manager to approve change orders in an amount not to exceed the total FY2027 budget for chemicals, pending the adoption of the FY2027 budget. (2026-815). (Utilities Director)

10. Award Bid #B-26-14-COC for Pond Maintenance Services to Future Horizons, Inc., approve a five-year contract with two (2) optional one-year renewals, and authorize the City Manager to negotiate and execute the agreement for an initial term annual amount not to exceed $14,853.00, and to execute option renewals subject to available budgeted funds. (2026-821). (Utilities Director)

VI. Public Hearings:

VII. Council Business:

1. Council Consideration and Public Comment on the use of the FY2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula in the amount $18,661, and authorize the Grants Writer to submit the City's Application. (2026-805). (Police Chief)

VIII. City Business:

1. Council approval to apply for a BJA FY2026 Body-Worn Camera and Implementation Policy Program (BWCPIP) in the amount of $140,000 for body-worn cameras. (2026-827). (Police Chief/Comm. & Economic Dev. Director)

2. Approve a resolution amending the FY 2026 budget, BAF 26-102-A, for additional funding for fire operations overtime to get through year-end. (2026-806). (Finance Director)

3. Council Approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Brian Delos Santos and Approve a Resolution Amending the FY2026 budget, BAF#26-101-A, in the amount of $6,000. (2026-799). (Police Chief)

4. To Authorize the City Manager to sign/execute the Florida Department of Environmental Protection (FDEP) Water Quality Grant Agreement #LG032 for partial funding of the Indian River Gravity Main Extension Project (Zone J & K Septic to Sewer); Approve BAF 2026-091-A accepting the grant. (2026-764). (Utilities Director)

IX. Informational Agenda:

1. FY 2026 August Budget Adjustment Report. (2026-800). (Finance Director)
2. 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. (2026-801). (Finance Director)
3. 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. (2026-802). (Finance Director)
4. Bi-Weekly Report for September 4, 2026 - September 17, 2026. (2026-829). (City Clerk)
5. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-830). (City Clerk)

X. Reports:

XI. Adjournment:

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CITY COUNCIL AGENDA ITEM

Memo Date:	July 8, 2026
Agenda Date:	September 22, 2026
File ID:	2026-610
Prepared By:	Monica Arsenault, City Clerk
Through:	Monica Arsenault, City Clerk
Requested Action:	Approve the July 28, 2026 Regular City Council meeting minutes as written or with amendments.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
Approve the July 28, 2026 Regular City Council meeting minutes as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

July 28, 2026

A Regular City Council Meeting was held on Tuesday, July 28, 2026, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Blake called the meeting to order at 6:02 p.m.

Councilmember Weeks provided the invocation, and two citizens led the assembly in the Pledge of Allegiance.

The City Clerk took the roll.

PRESENT:	Michael C. Blake	Mayor
	Alex Goins	Deputy Mayor
	Lavander Hearn	Councilmember (arrived 6:02pm)
	Lorraine Koss	Councilmember
	Patricia Weeks	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Monica Arsenault	City Clerk

ABSENT:

OTHER STAFF MEMBERS PRESENT:

Abigail Morgan, Public Works Director; Rebecca Bowman, Finance Director; Charlene Neuterman, Community Services Director; Jonathan Lamm, Fire Chief; Evander Collier, Police Chief; Jack Walsh, Utilities Director; Lorne Stinnett, HR Director; Mary Humbert, Director of Business Systems and Innovation; Samantha Senger, Communications & Economic Development Director; Brian Dale, Procurement and Budget Manager; Jennifer Webster, Planner; Mitch Lawyer, Interim Chief Technology Officer; and Kat Badalova, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of July 28, 2026. (2026-463).

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve the agenda as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Minutes: Regular Meeting of May 12, 2026. (2026-464).

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to approve the May 12, 2026 meeting minutes as written.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2025. (2026-614). (Finance Director)

Ms. Bowman and Joel Knopp, CPA with Forvis Mazars LLP, provided an informational presentation regarding the year-end ACFR report.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Weeks to accept the Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2025.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Recognition of Outstanding Student Achievement – Addisyn Mayer. (2026-618). (Deputy Mayor Goins)

Deputy Mayor Goins recognized Ms. Mayer and her accomplishments and provided her with a certificate of recognition.

IV. Delegations:

JB Dennis, National Action Network, spoke about common sense and the Police Department. He has concerns about the K-9's not wearing muzzles on the job.

Additionally, he shared that the city has a great police chief and he is doing a great job.

Anita Gibson, 451 Stone St., Cocoa, shared she has a few things she'd like to share. The first is that she spoke at the last CRA meeting about the rehab project going on at the old Dr. Joe Lee Smith Center. There are a lot of homeless people on the property and she has concerns about that.

Additionally, she shared that while she is thankful that HUD approved her and helped her acquire her home several years ago, she would caution anyone that is considering signing documents with them to be sure to read the fine print so they know what they are getting into.

Lastly, she announced that she is planning on scheduling a meeting with the City Manager and the Police Chief next week to go over a few other concerns she has.

Josue Otero, 2603 N. Indian River Dr., Cocoa, simply wished to thank staff and Council for their hard work. He also asked to make one suggestion for Council to consider which is to put shade covers over the bus stop stations. He noticed several along US1 that do not have any and it is very hot outside.

V. Consent Agenda:

1. Approve Amendment #2 to the Agreement For Water Meter and Meter Reading Equipment Purchases with Ferguson Enterprises LLC. through August 23, 2027, Authorize the City Manager to approve Purchase Orders for Ferguson Enterprises LLC. for up to $1,975,000 and Request Council approval of a Resolution to Waive Competitive Bid with Ferguson Enterprises LLC for the purchase of Neptune water meters and other ancillary hardware required to support meter operations upon the adoption of the FY27 Budget. (2026-620). (Finance Director)

2. Approve a multi-year piggyback agreement for Planning and Zoning Services with RVI Planning and Landscape Architecture, Inc. based on the City of Maitland contract No. RFQ 410-2024-01 through September 30, 2027. Authorize the City Manager to approve amendments or extension to the agreement. Authorize the CM to execute task orders and purchase orders up to the adopted budget amount. (2026-621). (Finance Director)

3. Request Approval for a revision to the FY2026 Pay Plan. (2026-633). (HR Director)

4. Approve a budget transfer BAF 26-039-T-UT for the purchase of one (1) 2026 Mack MD6 42R truck (VIN 1M2MDBAA4TS019406) in the amount of $119,818.90 utilizing the Florida Sheriffs Association State Contract No. FSA25-VEH23.0. Authorize the City Manager to execute all documents necessary to complete the purchase. (2026-625). (Public Works Director)

5. Approve the use of Brevard County Public Entity Purchasing Cooperative (BCPEPC) Multi-Year Contract No. 26-0404-B-TC for the purchase of petroleum products for the City of Cocoa's fuel inventory through March 10, 2029, with one optional two-year renewal. Authorize the City Manager to execute a change order increasing Blanket Purchase Order No. 84101 with Palmdale Oil Company from $425,000 to $876,500 for FY2026. Further, authorize the City Manager to execute all subsequent fiscal year purchase orders necessary throughout the duration of the contract to ensure the continued purchase of fuel inventory up to the adopted budget amount. (2026-624). (Public Works Director)

* **MOTION by Councilmember Hearn; Seconded by Councilmember Weeks to approve the Consent agenda.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. PZ 26-00600001 Ordinance No. 07-2026 Grissom Pkwy 1.29 Acres Annexation 2nd Reading. (2026-626). (Planner)

City Attorney Garganese announced that this is the Second Reading of Ordinance 07-2026 and read the title into the record as follows:

ORDINANCE NO. 07-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; ANNEXING APPROXIMATELY 1.29 ACRES OF REAL PROPERTY GENERALLY LOCATED EAST OF GRISSOM PARKWAY, NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, *CITY BOUNDARIES,* TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE AND AS ALSO REQUIRED BY LAW; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTEN ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster reviewed the item, adding that staff requests City Council approve the Second Reading of Ordinance 07-2026.

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Mayor Blake to approve the Second Reading of Ordinance 07-2026 of the City Council of the City of Cocoa, Brevard County, Florida; annexing approximately 1.29 acres of real property generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; providing for the amendment of Cocoa Charter, Article 1, City Boundaries, to incorporate the real property into the city boundaries; providing for the filing of the revised Cocoa Charter with the Department of State and as also required by law.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. PZ 26-00500001 Ordinance No. 08-2026 Grissom Pkwy 1.29 Acres Comprehensive Plan / Future Land Use Map Amendment 2nd Reading. (2026-622). (Planner)

City Attorney Garganese announced that this is the Second Reading of Ordinance 08-2026 and read the title into the record as follows:

ORDINANCE NO. 08-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP FOR ONE (1) PARCEL OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 1.29 ACRES, GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "RESIDENTIAL 4" TO CITY OF COCOA "INDUSTRIAL"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION IN THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Webster reviewed the item, adding that staff requests City Council approve the Second Reading of Ordinance 08-2026.

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve with conditions this second reading of Ordinance 08-2026 of the City Council of the City of Cocoa, Brevard County, Florida, relating to comprehensive planning; amending the future land use map for one (1) parcel of real property within the City of Cocoa, consisting of approximately 1.29 acres, generally located east of Grissom Parkway north of Oxbow Circle, and south of Canaveral Groves Boulevard; changing the future land use map designation of the real property from Brevard County "Residential 4" to City of Cocoa "Industrial".**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. PZ 26-02100001 Ordinance No. 09-2026 Grissom Pkwy 1.29 Acres Zoning Map Amendment 2nd Reading. (2026-623). (Planner)

City Attorney Garganese announced that this is the Second Reading of Ordinance 09-2026 and read the title into the record as follows:

ORDINANCE NO. 09-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR ONE (1) PARCEL OF REAL PROPERTY, TOTALING 1.29 ACRES, MORE OR LESS, GENERALLY LOCATED EAST OF GRISSOM PARKWAY NORTH OF OXBOW CIRCLE, AND SOUTH OF CANAVERAL GROVES BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE ZONING MAP DESIGNATION OF THE REAL PROPERTY FROM BREVARD COUNTY "GENERAL USE" TO CITY OF COCOA "M-2 (MANUFACTURING AND INDUSTRIAL)"; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Webster reviewed the item, noting that this ordinance goes hand in hand with Ordinance 08-2026.

She reminded Council of the conditions, which are as follows:

1. The approval of this Zoning Map Amendment Ordinance shall be conditioned upon the adoption of Ordinance No. 07-2026 (Annexation), and this Ordinance shall not become effective unless and until Ordinance No. 07-2026 is adopted by the City Council. Should Ordinance No. 07-2026 *not* become effective, then this Ordinance to Rezone shall become null and void.

2. This Ordinance shall also only become effective immediately upon the effective date of Ordinance No. 08-2026 (the Future Land Use Map/Comprehensive Plan Amendment), as adopted by the City Council of the City of Cocoa, Florida, and pursuant to the City Charter. If Ordinance No. 08-2026 does *not* become effective, then this Ordinance to Rezone shall become null and void.

Ms. Webster stated that staff requests that City Council approve, with conditions, this Second Reading of Ordinance 09-2026, changing the zoning map designation of the real property from Brevard County "General Use" to City of Cocoa "M-2 (Manufacturing and Industrial District).

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Hearn to approve, with conditions, this Second Reading of Ordinance 09-2026, changing the zoning map designation of the real property from Brevard County "General Use" to City of Cocoa "M-2 (Manufacturing and Industrial District).**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. PZ26-02000002 Uptown C-C Zoning Text Amendment to Add Optical Services (Second Reading). (2026-559). (Planner)

City Attorney Garganese announced that this is the Second Reading of Ordinance 11-2026 and read the title into the record as follows:

ORDINANCE NO. 11-2026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XI, SECTION 22 OF THE ZONING ORDINANCE OF THE CITY OF COCOA TO ALLOW FOR OPTICAL

SERVICES AS A PERMITTED USE IN THE UPTOWN NEIGHBORHOOD (UN) SUBDISTRICT OF THE COCOA WATERFRONT OVERLAY DISTRICT WHERE THE UNDERLYING ZONING DISTRICT IS CORE-COMMERCIAL (C-C); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY AND AN EFFECTIVE DATE.

Ms. Webster stated that nothing has changed from the First Reading.

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Deputy Mayor Goins; Seconded by Councilmember Koss to approve the Second Reading of Ordinance 11-2026, to allow for Optical Services as a permitted use in the Uptown Neighborhood (UN) Subdistrict of the Cocoa Waterfront Overlay District where the underlying zoning district is Core-Commercial (C-C).**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve Resolution No. 2026-053, Establishing the Rolled-Back Rate, approve a Proposed Millage Rate for the Purposes of Notification to the Taxpayers by the Brevard County Property Appraiser and set the date, time, and place for the first Public Hearing to consider the FY2027 Budget. It is also recommended for the City Manager to be instructed to complete the Florida Department of Revenue's Certifications of Taxable Value, Forms DR-420. (2026-619). (Finance Director)

Ms. Bowman conducted a TRIM presentation[1], and presented a historical review of millage and ad valorem for the City. She noted that the City of Cocoa's millage rate for FY 2026 is 6.9532. The FY 2027 Budget has been prepared utilizing a proposed 6.9532 Millage Rate. The FY 2027 rollback rate is 6.8648%. Should Council decide to move back to the rolled-back rate, staff will need direction on which reoccurring budget items would need to be cut in order to reduce the budget down by $172,953.

Councilmember Koss shared her concerns, pointing out that the citizens are hurting and we need to show that we are trying our best to make cuts where we can so as not to place further burden on them. She added that cuts are policy decisions and that

[1] Exhibit A: FY2027 Truth in Millage (TRIM) Presentation

should be left up to the City Manager. The City Manager may know the finer details about things that Council does not, and so he may be better suited to make those decisions.

Councilmember Weeks added that she shares Councilmember Koss' sentiments and thought she explained her concerns well. She agrees that the people are hurting and need help.

Mayor Blake shared his thoughts on the matter, and asked Councilmembers Weeks and Koss if they are prepared to tell the City's police officers, fire fighters and other union members that they will not be receiving a raise this year.

Additionally, he asked Deputy Mayor Goins and Councilmember Hearn if they are willing to make cuts from their district. In response, they both stated no.

Mayor Blake stated that if Council goes back to the rolled-back rate then the cuts should come from Districts 3 and 4.

City Manager Whitten wished to make some points of clarification to some of the comments made. He explained that it is his job to present a balanced budget to the Council, and if they do not agree to what is presented, it is up to them to direct him on how to proceed. It would not be fair or ethical for him to decide which Districts are going to receive cuts.

Councilmember Koss added that if she felt this would take away from positive growth then she would not support it. She feels that this is not a large amount of money to have to cut. There is already money put aside for reserves and we are in a good financial situation. This is a small amount to make the difference of raising taxes or not.

As a resident and representative of District 4, she feels that this is the year that the city can show empathy for its residents and we are running an efficient and tight ship while continuing positive growth.

Councilmember Weeks stated that to imply that Council doesn't care about the employees is not true and she does not appreciate that. Her district pays the most taxes and covers the gaps for the areas that don't pay as much, so to say that they don't deserve a break if the city is able to offer it makes her angry. This is a reasonable amount of money that the city can absorb.

Deputy Mayor Goins shared his sentiments about staff making policy decisions. He does not feel that it is the responsibility of staff to make those calls. Council is the boss

of the City Manager and it is their job to direct him. This is why they are elected officials.

Mayor Blake encouraged Council to consider doing what is best for the city as a whole, even if they don't all agree.

Councilmember Koss added that $173,000 is not going to break the city or stop it from having positive growth. She wants everyone to know that Council only wants what is best for the city.

Councilmember Hearn asked what the savings will be per property owner. In response, City Manager Whitten stated that there will be none because the County is raising their tax rates.

Councilmember Hearn shared that he does not want to see the City's services decrease over $173,000. In fact, he wants to see services increase.

Deputy Mayor Goins stated that he understands where everyone is coming from and he is also on a tight budget. He doesn't want to pay more, but if $25 or $50 makes a difference in his city, then he is willing to do it.

City Manager Whitten clarified that $173,000 is not cut across the entire budget, it would need to be cut from the General Fund.

Ms. Bowman continued her presentation, and provided a summary for the proposed FY27 budget. She also pointed out that starting next budget cycle, the City must go through a ten percent budget reduction exercise.

Mayor Blake opened the Hearing for public comment. There being no questions or comments, the public portion of the Hearing was closed.

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to approve Resolution No. 2026-053, Establishing the Rolled-Back Rate at 6.8648.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Mayor Blake; Seconded by Deputy Mayor Goins to approve a Proposed Millage Rate of 6.9532.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Goins, Hearn

NAYES: Koss, Weeks

THE MOTION CARRIED (3-2)

* **MOTION by Councilmember Weeks; Seconded by Councilmember Koss to set the First Public Hearing to consider the FY2027 Budget on September 9, 2026 at 5pm at Cocoa City Hall, 65 Stone St., Cocoa, FL 32922.**

THE VOTE ON THE MOTION WAS:

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Council Business:

VIII. City Business:

IX. Informational Agenda:

1. 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. (2026-537). (Finance Director)

2. 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. (2026-538). (Finance Director)

3. FY 2026 June Budget Adjustment Report. (2026-539). (Finance Director)

4. Informational Only - The City of Cocoa's Open Board Vacancies. (2026-635). (City Clerk)

5. Bi-Weekly Report for July 9, 2026 - July 23, 2026. (2026-636). (City Clerk)

X. Reports:

Mayor Blake shared photos from events he recently attended, including an event at the Cocoa Village Playhouse where he, along with Ms. Senger, had the opportunity to speak with Historic Cocoa Village Mainstreet.

Councilmember Weeks shared photos from events she recently attended including a food donation she made to the Summer Camp kids at Endeavor Elementary, and a water way cleanup with the Realtor's Association.

Lastly, she asked when the bathrooms would be opened up at the Conservation Area. In response, City Manager Whitten shared that he sent her an email earlier in the day with some details.

Deputy Mayor Goins shared his concern about the football field at Cocoa High School. Pesticides were used to kill an abundance of moles there, but in doing so it killed the grass. He asked if the Mayor or Council would be willing to have a conversation with the Brevard County School Board about the turf.

Discussion was held on using Provost Park as an alternative park for the first few games. Council agreed that this would be a good solution.

Councilmember Hearn shared that there is a crossing sign on Fiske Blvd. by the Bracco Pond entrance for the kids crossing in the area that is so faded that it is illegible. He asked if this could be looked at.

Councilmember Koss shared that she was unable to attend the last meeting as she was traveling outside of the country, however she was able to attend an event along with Mayor Blake.

XI. Adjournment:

* **MOTION by Councilmember Weeks; Seconded by Deputy Mayor Goins to adjourn the Regular meeting of July 28, 2026.**

AYES: Blake, Weeks, Goins, Hearn, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:38 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk



CITY COUNCIL

FY 2027
Truth in Millage
(TRIM)

Regular Council Meeting

July 28, 2026

Agenda

- Approve a resolution establishing the Rolled-Back Rate
- Adopt a Proposed Millage Rate – To comply with FS 200.065, the City must establish a proposed millage rate by August 4th (within 35 days of valuation, per TRIM Compliance Process) for the 2027 Fiscal Year.
- Set the 1ST Public Hearing – September 9, 2026, at 5:00P.M., City of Cocoa City Hall, Council Chambers (65 Stone Street, Cocoa, Florida). Advertise in the TRIM Notice, mailed to the taxpayer in August.



FY2027 Comparative City Rates & AD Valorem Revenues

Ranking	Municipality	Current	Rolled-Back Rate	Proposed*	Population	Per Capita	Ad Valorem Taxes
1	Palm Bay	6.7000	6.6015	6.6015	146,929	$ 479.68	$ 70,479,634
2	Melbourne	7.0112	6.8781	6.8781	88,499	$ 677.24	$ 59,935,397
3	Titusville	6.3000	6.0812	6.2000	51,076	$ 472.44	$ 24,130,545
4	Cocoa Beach	6.0000	5.9988	6.1644	11,349	$ 1,743.48	$ 19,786,729
5	Rockledge	5.3500	5.1106	5.2335	30,554	$ 481.18	$ 14,701,955
6	**Cocoa**	**6.9532**	**6.8648**	6.9532	**21,518**	**$ 632.21**	**$ 13,603,811**
7	Satellite Beach	7.9000	7.6565	7.9000	11,493	$ 1,161.20	$ 13,345,719
8	Indian Harbour Bch.	5.5099	5.3618	5.5077	8,998	$ 908.09	$ 8,171,003
9	West Melbourne	1.8151	1.7724	1.7842	32,372	$ 200.75	$ 6,498,700
10	Indialantic	6.2388	5.8728	6.1959	3,009	$ 1,474.94	$ 4,438,083

Brevard County and Cape Canaveral were unavailable as of 7/21/26
** Ranked on AD Valorem Taxes

*Proposed City Millage rates above the rolled back are in orange text.

FY2027 TRIM Rate Options

	Taxable Value	Rate	Gross Tax Revenue	Tax Revenue @95%	FY2025-FY2026 Revenue Variance
*FY2026 Final Gross Taxable Value	$ 1,993,911,086	6.9532	$ 13,864,063	$ 13,170,859	
FY2027 Millage Options					
Proposed Rate	$ 2,059,454,729	6.9532	$ 14,319,801	$ 13,603,811	$ 432,952
Rolled-Back Rate	$ 2,059,454,729	6.8648	$ 14,137,745	$ 13,430,858	$ 259,998
Unanimous Vote or Referendum	$ 2,059,454,729	10	$ 20,594,547	$ 19,564,820	$ 6,393,960

*Final Gross for FY2026, not the adopted value/revenue

City Council may adopt any rate up to 10 mills. Certified Gross Taxable Value $2,059,454,729 / Certified New Construction Taxable Value $28,611,912

Reduction to Ad Valorem Revenue - Due to Required TIF Payments to the CRAs from the General Fund

CRA	Millage 6.9532 FY2026 Current Adopted Rate @95%	Millage 6.9532 FY2027 Proposed Rate @95%	Difference Between FY2026 and FY2027 @ Proposed Millage	Millage 6.8648 FY2027 Valuation at the Rolled-Back Rate @95%	Difference Between FY2027 Proposed Millage and the Rolled Back Rate
Cocoa	$ 1,387,299	$ 1,443,631	$ 56,332	$ 1,425,277	$ (18,354)
Diamond Square	$ 423,308	$ 468,593	$ 45,285	$ 462,675	$ (5,918)
Total to CRAs	$ 1,810,607	$ 1,912,224	$ 101,617	$ 1,887,951	$ (24,273)



$172,954 cut needed for rolled-back rate GF Budget

	FY 2027 Budget	
Salary Increases	~$	1,909,509
Major Capital Requests	$	821,667
Annual Street Paving	$	500,000
Park Maintenance	$	493,870
Other City Building Costs	$	254,430
Cemetery Maintenance	$	121,500
Additional Firefighter	$	118,382
Additional Police Officer	$	79,751
Annual Sidewalk Repair	$	60,000

FY2027 Proposed Rate & 1St Public Hearing

	*Valuation	Rate	Gross Tax Revenue	Tax Revenue @ 95%
Current FY 2026 Millage Rate	$ 1,993,911,086	6.953	$ 13,864,063	$ 13,170,859
Proposed Millage Rate	$ 2,059,454,729	6.953	$ 14,319,801	$ 13,603,811
FY2027 Revenue Difference			$ 455,738	$ 432,952

1St Public Hearing – September 9, 2026, 5:00P.M. at Cocoa City Hall, 65 Stone St. Cocoa Florida

*FY26 Final Gross Taxable

What this means to Single-Family Property Owners

	Assessed Valuation	FY2026 Millage 6.9532	*Assessed Valuation with 3% Increase	FY 2027 Proposed 6.9532	Annual Increase Between FY2026-2027
Single Family Residence	$ 100,000		$ 103,000		
Less Homestead	$ (50,000)		$ (50,000)		
= Taxable Value	$ 50,000	$ 348	*$ 53,000	$ 369	**$ 21**
Single Family Residence	$ 150,000		$ 154,500		
Less Homestead	$ (50,000)		$ (50,000)		
= Taxable Value	$ 100,000	$ 695	$ 104,500	$ 727	**$ 32**

*A Single-Family Property with the Assessed Value of $100,000 in FY2026, would see an increase in the Assessed Value in FY2026 of $3,000 (3% Save Our Homes Cap). If the Property Owner had both Homestead Exemptions totaling $50,000, the property would be assessed at $53,000 x (6.9532/1000) = $369 Cocoa Taxes.

What this means to Single-Family Property Owners *(continued)*

	Assessed Valuation	FY2026 Millage 6.9532	*Assessed Valuation with 3% Increase	FY 2027 Proposed 6.9532	Annual Increase Between FY2026-2027
Single Family Residence	$ 200,000		$ 206,000		
Less Homestead	$ (50,000)		$ (50,000)		
= Taxable Value	$ 150,000	$ 1,043	*$ 156,000	$ 1,085	**$ 42**
Single Family Residence	$ 300,000		$ 309,000		
Less Homestead	$ (50,000)		$ (50,000)		
= Taxable Value	$ 250,000	$ 1,738	$ 259,000	$ 1,800	**$ 62**

*A Single-Family Property with the Assessed Value of $200,000 in FY2026, would see an increase in the Assessed Value in FY2027 of $6,000 (3% Save Our Homes Cap). If the property owner had both Homestead Exemptions totaling $50,000, the property would be assessed at $156,000 x (6.9532/1000) = $1,085 Cocoa Taxes.

FY 2027

Proposed Budget



FY 2027 General Fund Revenue By Funding Source

Funding Source	FY2027 Recommended Budget	% of FY 2027 Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$ 20,707,512	35.3%
Taxes (Ad Valorem, UST and CST)	$ 18,296,745	31.2%
Charges for Service (Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Fees)	$ 8,559,634	14.6%
Other Permits & Fees (Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$ 7,206,282	12.3%
Intergovernmental (Local, State & Federal Grants, and State Shared Revenues)	$ 3,173,078	5.4%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Police & Fire State Pension Revenues, Insurance Proceeds, etc.)	$ 617,110	1.1%
Fines and Forfeitures (County civil court)	$ 68,113	0.1%
Total FY 2027 Revenue by Funding Source	**$ 58,628,474**	**100%**

FY 2027 Water/Sewer Fund Revenue By Funding Source

Funding Source	FY2027 Recommended Budget	% of FY 2027 Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$ 84,018,253	80.1%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$ 20,157,296	19.2%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$ 706,185	0.7%
Total FY 2027 Revenue by Funding Source	**$ 104,881,734**	**100%**

FY 2027 Stormwater Fund Revenue By Funding Source

Funding Source	FY2027 Recommended Budget	% of FY 2027 Budget
Special Assessment (Stormwater assessment)	$ 2,507,246	89.9%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$ 200,000	7.2%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$ 82,734	3.0%
Total FY 2027 Revenue by Funding Source	**$ 2,789,980**	**100.0%**

FY 2027 Proposed Budget VS. FY2026 Adopted Budget

Fund	FY2026 Adopted budget	FY 2027 Proposed Budget	Variance	FY 2027 % Change (Total Budget)
Water/Sewer	$ 98,257,651	$ 104,881,734	$ 6,624,083	6.7%
General Fund	$ 54,995,785	$ 58,628,474	$ 3,632,689	6.6%
W/S Renewal & Replacement	$ 21,600,750	$ 25,272,268	$ 3,671,518	17.0%
W/S Restricted Assets	$ 8,266,707	$ 6,672,673	$ (1,594,034)	-19.3%
Special Revenue	$ 3,198,009	$ 3,155,033	$ (42,976)	-1.3%
Stormwater	$ 2,401,815	$ 2,789,980	$ 388,165	16.2%
W/S Impact Fees	$ 2,112,095	$ 2,112,095	$ -	0.0%
Debt Service	$ 1,461,869	$ 1,467,429	$ 5,560	0.4%
Building Permits	$ 1,255,764	$ 1,334,262	$ 78,498	6.3%
Worker's Compensation	$ 1,260,917	$ 1,262,459	$ 1,542	0.1%
TOTAL	**$ 194,951,331**	**$ 207,576,407**	**$ 12,625,076**	**6.5%**

Requested Action

- Approve a Resolution Establishing the Rolled-Back Rate of 6.8648;
- Approve the Proposed Millage Rate of 6.9532
- Set the 1ST Public Hearing Date and Time – September 9, 2026, at 5:00P.M. at Cocoa City Hall, 65 Stone Street, Cocoa City Council Chambers

REMINDER:

- Once the proposed millage rate is approved at this meeting, the millage rate may be reduced or increased at the subsequent TRIM Public Hearings.
- If the millage rate is increased, a second notice would be required to be sent to all property owners, at the expense of the City as a Taxing Authority; meaning that all of the TRIM meetings, would need to be re-held and the new "Notice of Proposed Property Taxes" mailed out to property owners.
- If the millage rate is reduced, normal TRIM voting requirements apply.



PUBLIC COMMENT























QUESTIONS

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

☎ **(321) 433-8626**

RBowman@cocoafl.gov

www.CocoaFL.gov

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CITY COUNCIL AGENDA ITEM

Memo Date:	August 31, 2026
Agenda Date:	September 22, 2026
File ID:	2026-784
Prepared By:	James Mitchell, Water Treatment Manager
Through:	John Walsh, Utilities Director
Requested Action:	Approve a Multi-Year Piggyback Contract Agreement with Pace Analytical of Ormond Beach, Florida, utilizing the Seminole County Contract No. RFP-5099-25/LTT for the provision of Laboratory Analysis Services, not to exceed a total amount of $75,000 for Fiscal Years 2027-2029, subject to the adopted budget.

BACKGROUND:

On March 9, 2026, Seminole County entered into a Term Contract (RFP-5099-25/LTT) with Pace Analytical Services, LLC of Ormond Beach, Florida, for Laboratory Analysis Services, effective through March 9, 2029, with two optional one-year renewals. Staff is requesting City Council approval to piggyback this multi-year agreement for required laboratory testing services in an annual amount not to exceed $75,000 per fiscal year through March 9, 2029 (total contract value of $225,000 over the initial term, subject to annual budget appropriations).

This agreement will support ongoing wellfield and Aquifer Storage and Recovery (ASR) monitoring services mandated by Condition 30 of the City's Consumptive Use Permit (CUP). The scope includes the collection and analysis of groundwater samples from 43 wells across the City's wellfield—34 production wells with dedicated sampling points and 9 USGS monitoring wells requiring external pumps—as well as 3 ASR monitoring wells at the Dyal Water Treatment Plant.

PRIORITY AREA CONNECTION:

BUDGETARY IMPACT:

Budgeted? Pending adopted budget

Source/Use of Funds

Fiscal Year	Account Number	Amount
2027	421-4020-536.34-00	$75,000.00
2028	421-4020-536.34-00	$75,000.00
2029	421-4020-536.34-00	$75,000.00

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a Multi-Year Piggyback Contract Agreement with Pace Analytical of Ormond Beach, Florida, utilizing the Seminole County Contract No. RFP-5099-25/LTT for the provision of Laboratory Analysis Services, not to exceed a total amount of $75,000 for Fiscal Years 2027-2029, subject to the adopted budget.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Pace Analytical Services, LLC, 8 East Tower Circle, Ormond Beach, FL 32174 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Seminole County – Sanford, FL 32771 said contract being identified as: Laboratory Analysis Services, Contract No. RFP-5099-25/LTT**.** (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Laboratory Analysis Services see Exhibit "A" original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: **Seminole County** = City of Cocoa; **Seminole County** Code = Code of the City of Cocoa. Further, references to specifically identified **Seminole County** Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

2.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and Pace Analytical Services. The term of said agreement shall be for the period effective date of signature through 03/09/2029. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of one (1) years, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2026 - 2029 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. 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 City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:
(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
(iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:
Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
Pace Analytical Services, LLC Attn: Mike Valder, Account Executive 8 East Tower Circle Ormond Beach, FL 32174 Phone: 813-340-8100 Email: mike.valder@pacelabs.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:
The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

2.13. Human Trafficking:

As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the bidder does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Bidder understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

PACE ANALYTICAL SERVICES LLC



06/25/26

Signature Date

David M. Chaffman, Director of Sales

Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager

Name and Title

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

TERM CONTRACT FOR LABORATORY ANALYSIS SERVICES
(RFP-5099-25/LTT)

THIS AGREEMENT is dated as of the 9th day of March 2026, by and between **PACE ANALYTICAL SERVICES, LLC**, duly authorized to conduct business in the State of Florida, whose address is 8 East Tower Circle, Ormond Beach, FL 32174 in this Agreement referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide laboratory analysis and field sampling services for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to provide materials and services to COUNTY, and desires to provide materials and services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Materials and/or Services. COUNTY hereby retains CONTRACTOR to provide materials and services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required materials and services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific materials and

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Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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services. This Agreement standing alone does not authorize the purchase of materials and services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. This Agreement may also be extended for up to one (1) year upon mutual agreement between the parties. Renewals and extensions are wholly contingent on the availability of funds and shall be subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered by both parties under such Purchase Orders will remain in effect until delivery and acceptance of the materials authorized by the respective Purchase Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Materials and/or Services. Authorization for provision of materials and services by CONTRACTOR under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached as Exhibit B. Each Purchase Order will describe the materials and services required, state the dates for delivery of materials and services, and establish the amount and method of payment. The Purchase Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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Section 4. Time for Completion. The materials and services to be provided by CONTRACTOR will be delivered, as specified in such Purchase Orders as may be issued under this Agreement, within the time specified in the Purchase Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the materials and services provided for under this Agreement on a Fixed Fee basis at the rates as outlined in Exhibit C. When a Purchase Order is issued on a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Purchase Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all materials and services required by the Purchase Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order materials and services actually provided, but in no event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as materials and services are provided, but not more than once monthly. Each Purchase Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any materials and services provided, the cost of the materials and services provided, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

(d) Submittal instructions for invoices are as follows:

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(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
P.O. Box 8080
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Environmental Services
200 W County Home Rd
Sanford, FL 32773

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

(f) The COUNTY's performance and obligation to pay under this Agreement is wholly contingent upon the COUNTY's receipt of sufficient appropriations.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of materials and services required under this Agreement and upon acceptance of the materials and services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined

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will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to materials and services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all

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data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, 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 any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition

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and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Conflict with Contract Documents. Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including bids or proposals previously submitted by CONTRACTOR, this Agreement will prevail. For the avoidance of doubt, bid/proposals and any other documents submitted by CONTRACTOR are not incorporated into this Agreement, unless expressly stated otherwise.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

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Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement. This provision is not to be construed as a waiver

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by COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as this statute may be amended from time to time.

Section 17. Insurance.

(a) CONTRACTOR, at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department. CONTRACTOR shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) CONTRACTOR shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by CONTRACTOR will relieve CONTRACTOR of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by CONTRACTOR in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of CONTRACTOR.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then CONTRACTOR shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and CONTRACTOR shall remedy any deficiencies in the policies of insurance within ten (10) days.

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(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of CONTRACTOR or any other party.

(b) General Requirements.

(1) Before commencing work, CONTRACTOR shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit D. **The Certificate must have the Agreement number for this Agreement clearly marked on its face**, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

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(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible or retention amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by CONTRACTOR.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, Employers' Liability, and Umbrella Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and CONTRACTOR as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, Business Auto Liability, Pollution Liability, and Cyber Liability policies. Such is only applicable if the aforementioned policies are required per this Agreement or Exhibit D. Such policies shall provide exception to any "Insured versus Insured" exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees must be in excess of and not contributing with the insurance provided by CONTRACTOR.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers,

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and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies, if required by this Agreement or Exhibit D, must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this Agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge of any such circumstance and, upon request of COUNTY,

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immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR, at CONTRACTOR's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit D. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by CONTRACTOR and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other

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coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(D) If CONTRACTOR asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, as this statute may be amended from time to time, CONTRACTOR shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including CONTRACTOR, using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If CONTRACTOR's work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

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(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(3) Business Auto Liability.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If CONTRACTOR'S operations involve pollutants as defined in the ISO Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(4) Professional Liability Insurance.

(A) CONTRACTOR shall maintain an Errors & Omissions Liability policy providing professional liability coverage for any damages caused by wrongful acts, errors, or omissions.

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(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this contract is completed.

(ii) If CONTRACTOR contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then CONTRACTOR shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by CONTRACTOR are as specified in Exhibit D.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting CONTRACTOR's liability under the provisions of Section 16 concerning indemnification or any other provision of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 220.11, "Contract Claims," Seminole County Code of Ordinances.

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(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no

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commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply

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with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records.

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All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PUBLIC RECORDS COORDINATOR, AT 407-665-7410, PUBLICRECORDS@SEMINOLECOUNTYFL.GOV, 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

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constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Environmental Services.
200 W County Home Rd
Sanford, FL 32773

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With a copy to:

Seminole County Purchasing & Contracts Division
1301 E. Second Street
Sanford, FL 32771

For CONTRACTOR:

Pace Analytical Services, LLC
8 East Tower Circle
Ormond Beach, FL 32174

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

Section 32. E-Verify System Registration.

(a) CONTRACTOR must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONTRACTOR for engaging with or contracting for the services of any subcontractors under this Agreement, CONTRACTOR must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONTRACTOR must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

(b) If COUNTY has a good faith belief that CONTRACTOR has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that

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a subcontractor knowingly violated this Section, but CONTRACTOR otherwise complied with this Section, COUNTY must promptly notify CONTRACTOR and order CONTRACTOR to immediately terminate its agreement with the subcontractor.

(c) CONTRACTOR shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit E, to COUNTY.

Section 33. Foreign Country of Concern Attestation. When providing services to COUNTY involving access to personally identifiable information, as defined in Section 501.171, Florida Statutes, CONTRACTOR shall also execute and return the Foreign Country of Concern Attestation, attached and incorporated to this Agreement as Exhibit F. Through this attestation, CONTRACTOR affirms that it is neither owned nor controlled by a government of a Foreign Country of Concern, nor organized under the laws of such a country, as required by section 287.138, Florida Statutes.

Section 34. Anti-Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, CONTRACTOR shall attest under penalty of perjury, that CONTRACTOR does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit attached and incorporated to this Agreement as Exhibit G. Such Affidavit shall be required when executing, renewing or extending a contract.

The remainder of this page has been intentionally left blank.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness
George Latham, RFP Mgr.
Print Name

Witness
Mike Valder, Senior Account Rep.
Print Name

PACE ANALYTICAL SERVICES, LLC.

By: _____

David Chaffman
Print Name

Director of Sales
Title

February 27, 2026
Date

SEMINOLE COUNTY, FLORIDA

Liduvina Torres Digitally signed by Liduvina Torres Date: 2026.03.09 11:53:59 -04'00'
Witness
Liduvina Torres
Print Name

Rachel Horne Digitally signed by Rachel Horne Date: 2026.03.09 13:15:10 -04'00'
Witness
Rachel Horne
Print Name

By: Gladys Marrozos Digitally signed by Gladys Marrozos Date: 2026.03.09 11:08:45 -04'00'
Gladys Marrozos, Procurement Administrator

Date: March 9, 2026

As authorized for execution by the Board of County Commissioners at its February 24, 2026 regular meeting.

05/16/2025
T:\Users\alanius\Templates\5.16.24 Purchasing template IFB-RFP Term Contract-No Attorney Signature- Materials&Services.docx

Attachments:
Exhibit A - Scope of Services
Exhibit B - Sample Purchase Order
Exhibit C - Contract Pricing
Exhibit D - Insurance Requirements
Exhibit E - Affidavit of E-Verify Requirements Compliance
Exhibit F - Foreign Country of Concern Attestation
Exhibit G- Anti-Human Trafficking Affidavit
Exhibit H- Americans with Disabilities Act Affidavit

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EXHIBIT A

SCOPE OF SERVICES

2.1 OVERVIEW

The contractor shall furnish all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. This contract may be awarded to multiple vendors, and no vendor is guaranteed a specific monetary allocation.

2.2 SCOPE OF SERVICES

A. Requested sample tests shall include but are not limited to; ground water, surface water, landfill leachate, industrial wastewater, industrial sludge, soils sediments, drinking water and domestic wastewater.

B. All analyses must be conducted using EPA-approved methods. If the Contractor changes analytical methods or detection limits, they must notify the County before implementing any changes.

C. The contractor must meet the Florida Department of Environmental Protection (FDEP), Method Detection Limit (MDL), and Practical Quantitation Limit (PQL) targets for all approved analytical methods as specified in Rule 62-4.246, F.A.C. If the contractor is unable to meet these targets, they must notify the County before running the samples and providing the results. The FDEP's target MDLs and PQLs are available at the following link: https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources.

D. The contractor shall provide all necessary material for collection, storage, and shipping. All materials must be in accordance with the standard requirements for each sample, (i.e., proper bottle and proper preservative). All requested materials must be provided within five (5) business days.

E. The contractor shall provide sampling kit bottles which shall be clearly labeled. Each kit should include any special packing material for proper storage and shipping. Any sample kits that require preservatives must be properly prepared and sealed to ensure that no leakage occurs prior to dropping off or pickup.

F. The contractor shall report all sample results to the County contact within twenty-eight (28) days of receipt of the sample(s) or a ten (10) day notification of sample results that are out of the normal limits. {The time frames will vary depending on the program requirements). The contractor acknowledges that time is of the essence to complete the work as specified in the contract. The Contractor shall waive sampling fees for tests and test results that are not completed within the specified time frame or if re- sampling is required due to lab error.

G. The Contractor shall not include any work on invoices in which the work is incomplete, and results have not yet been provided to the County.

H. If samples are lost, spilled or not analyzed within proper holding times, the Contractor shall reanalyze the sample or analyze replacement samples at no cost to the County. Continued violations by a contractor could constitute cause for immediate termination of the contract.

I. A written narrative will accompany any results (original or revised) for any of the following: 1) holding time violations, 2) analytical or sample receipt problems encountered, 3) reasons for QA/QC

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sample result exceedances, or 4) observations regarding any occurrences which may adversely impact sample integrity or data quality.

J. Should the awarded contract include courier services, the Contractor must establish and adhere to a schedule for the pickup and delivery of samples and/or containers. This schedule will cover transport from the laboratory to the County's designated locations and vice-versa. Any changes to the courier schedule must be approved in advance by the County's primary or secondary contact and must not violate the designated sample hold times for any parameters

K. The Contractor shall not bill the County an hourly rate for any travel time. Billing shall begin when the vendor arrives at a County site and shall end when a vendor leaves a County site.

L. The sample quantities mentioned in this Invitation for Bid (IFB) are estimates only. They do not guarantee any future expenditures by Seminole County Government.

M. The Contractor shall have the capability to provide sample collection and limited analysis seven (7) days a week on an emergency basis (to be defined by each program, respectively).

N. All subcontractors intended for use under this contract must satisfy the requirements outlined in the Invitation for Bid (IFB). You are required to obtain pre-approval from the County Project Manager for all subcontractors at least 30 days before their scheduled service.

2.3 CONTRACTOR RESPONSIBILITIES

A. The awarded contractor(s) must provide all labor, supplies, materials, professional equipment, vehicles, tools, and supervision necessary to perform a full range of laboratory and field sampling services. All work shall be performed in an accurate, reliable, and timely manner, using approved methodologies, and in strict accordance with all applicable federal, state, and local regulations. All services shall be provided at the fixed pricing submitted in the bid.

2.4 CONTRACTOR QUALIFICATIONS

A. The Contractor shall be certified by the State of Florida's Department of Health to perform all certification-required laboratory tests to include but not limited to metals, nutrients demand, organic extractables, general parameters I & II, microbiology, pesticides/herbicides/PCBs, purgeable organics, and EPA40 CFR Part 258 Appendix I &11. The Contractor must be able to perform 50% of the chemical analysis and 100% of the bacteriological analysis on site. No subcontracting of any short holding time analysis (all samples with 48 hour hold times), excluding asbestos, will be permitted under this contract. The County Project Manager(s) may allow for some special circumstances with prior approval.

B. The Contractor shall be certified, licensed, and meet all state and local government requirements to provide all the requested services and tests specified within the context of the scope of services. The Contractor shall have current National Environmental Laboratory Accreditation Program (NELAP) certification and maintain NELAP certification throughout the length of this contract.

C. The Contractor shall possess the capacity and capability to accept emergency samples and perform analysis within adequate hold times upon sample drop- off, that may be outside of normal business hours.

D. The Contractor must have achieved a "satisfactory" rating for FDEP's Performance Audit Inspection In accordance with F.A.C. Rule 62-160.650, Quality Assurance Chapter. Any successful participation

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in official proficiency evaluation programs or inter-laboratory studies will also be considered (i.e., EPA-ICR, USGS, other State Certifications, DMR, etc.). Submittal of proficiency results shall be required.

E. The Contractor shall be capable of performing bacteriological testing within sufficient time of sample pick-up/drop-off to ensure analysis are performed within specified sample hold times. The cost of re-sampling and re-testing for any missed holding times shall be at the Contractor's expense.

F. The Contractor shall possess the technical expertise to conduct certified lab studies and support/represent the County in legal and/or regulatory proceedings regarding technical issues for landfills, surface water, water & wastewater treatment facilities, at the County's request at an hourly rate for legal proceedings (this is for vendor laboratory representation if it becomes a legal issue).

G. The Contractor shall have a minimum of five years' experience performing sampling and testing services for landfills and for water and wastewater treatment facilities. The Contractor's Project Manager, assigned to this contract, shall have a minimum of two years' experience in laboratory project management and will be required to provide a resume.

H. The Contractor must employ a full time Quality Control Officer to ensure all NELAP requirements are being met.

I. The Contractor shall provide copies of the most recent NELAP and State inspections for any facility you plan to use for these services. We will review the inspection findings specifically the number, severity, and any repeat issues—as part of our selection process.

J. Laboratories found to be non-compliant with Seminole County's agreements in the past five (5) years will not be considered.

K. The Contractor shall have a web base data handling/reporting system which will allow the County to access analytical reports on an as- needed basis. Said web-based system shall be provided for multiple users.

2.5 SAMPLE COLLECTION AND ANALYSIS

A. The Contractor may be responsible for field collection of the samples and providing all necessary equipment including pumps, monitoring equipment, sample bottles/kits, and personal protective equipment. Said equipment shall be properly maintained, serviced, and calibrated, as required by governing authorities. When field sampling is done by County personnel, the Contractor shall be responsible for providing sample bottles/kits, including coolers, within five (5) business days of the request.

B. The Contractor shall be capable of performing field testing, sampling collection and preservation in accordance with the following:

- Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP) for Field Activities 001/01 including labeling of sample containers and completing the COC, Field Sampling Logs, and Field calibration Logs.
- Chapter 62-160 Florida Administrative Code (FAC).
- Approved methods as published by FDEP or Standard Methods, ASTM, or EPA Methods.

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C. All reporting shall be completed within twenty-eight (28) days after collection event in accordance with all State deadlines. Reports should also include an Electronic Data Deliverable File (EDD) to be provided in a specified format needed to upload reports to regulatory agencies.

D. The Contractor's personnel shall always work closely with County Project Managers and field staff during time of agreement.

E. Other sampling and laboratory work shall be on an as needed basis to satisfy the National Pollutant Discharge Eliminations System (NPDES) Permit and other regulatory requirements.

2.6 PRICING

A. **All-Inclusive Pricing:** Contractor prices should include all costs for field sampling, laboratory analysis, and courier services for every program listed in the pricing sheets.

B. The contractor must submit the MDLs and PQLs for all requested parameters along with pricing.

C. Any applicable courier service costs must be included in your pricing and remain unchanged throughout the duration of the contract.

D. This contract may be awarded to multiple vendors. No vendor is guaranteed a specific amount of work or monetary allocation.

E. Estimated sample quantities are for informational purposes only. Quantities do not guarantee future expenditures.

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EXHIBIT B

ORDER NUMBER: 48148

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	01/14/2021
REQUISITION	63930 - OR
REQUESTOR	
VENDOR #	409286
ANALYST	

SHIP TO	

VENDOR	

SUBMIT ALL INVOICES TO:
AP@seminoleclerk.org
Seminole Count Clerk & Comptroller
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

ORDER INQUIRIES	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00		EA		0.00	

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		**TOTAL AMOUNT**	**00.00**

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

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EXHIBIT B

Terms and Conditions

1. Acceptance/Entire Agreement. This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

2. Inspection. Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

3. Packing & Shipping. Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

4. Delivery; Risk of Loss. All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

5. Delivery of Excess Quantities. If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

6. Time is of the Essence. Time is of the essence for delivery of goods /services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

7. Warranties. Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

8. Indemnification. To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

9. Insurance. Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

10. Modifications. PO may be modified or rescinded in writing by County.

11. Material Safety Data Sheets. At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

12. Pricing. Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

13. Invoicing & Payment. After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to AP@seminoleclerk.org or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218. 70, Florida Statutes.

14. Taxes. County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

15. Termination. County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

16. Equal Opportunity Employer. County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

17. Assignment. Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

18. Venue & Applicable Law. The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

19. Fiscal Non-Funding. In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

20. Public Records. Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

21. Right to Audit Records. County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

22. Severability. If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

23. Headings & Captions. All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.

Rev. 10/2021

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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EXHIBIT C

CONTRACT PRICING

Pace Analytical Services, LLC

Line Item	Description	Unit of Measure	Unit Cost
	SURFACE WATER		
1	Nitrate	Annual	$8.00
2	Nitrite	Annual	$8.00
3	BOD	Annual	$16.00
4	TSS	Annual	$8.00
5	TDS	Annual	$8.00
6	True Color	Annual	$13.00
7	Alkalinity	Annual	$14.00
8	Chlorophyll A	Annual	$30.00
9	Orthophosphate	Annual	$19.00
10	Total Kjeldahl Nitrogen	Annual	$15.00
11	Ammonia	Annual	$15.00
12	Total Phosphorus (Low Level)	Annual	$22.00
13	Total Nitrogen	Annual	$22.00
14	E.coli	As needed	$25.00
15	Arsenic	As needed	$6.99
16	Cadmium	As needed	$6.99
17	Chromium	As needed	$6.99
18	Cyanide	As needed	$20.00
19	Lead	As needed	$6.99
20	Mercury (Low level)	As needed	$90.00
21	Nickel	As needed	$6.99
22	Selenium	As needed	$6.99
23	Copper	As needed	$6.99
24	Manganese	As needed	$6.99
25	Silver	As needed	$6.99
26	Zinc	As needed	$6.99
27	Calcium	As needed	$6.99
28	Chloride	As needed	$8.00
29	Molybdenum	As needed	$6.99
30	DOC	As needed	$21.00
31	TOC	As needed	$21.00
	DRINKING WATER		
32	Nitrate	Annual	$8.00
33	Nitrite	Annual	$8.00
34	Lead	Annual	$6.99
35	Copper	Annual	$6.99
36	Total coliform	Annual	$14.00
37	Gross Alpha (including Uranium)	Annual	$40.00

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EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
38	Radium 228	Annual	$79.00
39	Radium 226	Annual	$79.00
40	Chloride	Annual	$8.00
41	Sulfate	Annual	$8.00
42	pH	Annual	$6.00
43	UV254	Annual	$60.00
44	TDS	Annual	$8.00
45	Chloride	Annual	$8.00
46	Sodium	Annual	$6.99
47	Bromide	Annual	$8.00
48	Bromate	Annual	$25.00
49	Color	Annual	$13.00
50	Alkalinity, total	Annual	$14.00
51	Total Hardness	Annual	$14.00
52	Sulfide, total	Annual	$25.00
53	Calcium	Annual	$6.99
54	Magnesium	Annual	$6.99
55	Potassium	Annual	$6.99
56	Sodium	Annual	$6.99
57	Total Iron	Annual	$6.99
58	Fluoride	Annual	$8.00
59	Lithium	Annual	$6.99
60	TOC	Annual	$21.00
61	Trihalomethane Analysis	Annual	$35.00
62	Total Haloacetic Acids	Annual	$65.00
63	Primary Drinking Water Standards	Annual	$354.89
64	Secondary Water Standards	Annual	$136.94
65	VOC's	Annual	$55.00
66	SOC's	Annual	$892.00
67	1,4 Dioxane 522	Annual	$130.00
68	PFAS 533	Annual	$205.00
69	PFAS 537.1	Annual	$205.00
	SOLID WASTE IPP SAMPLING REQUIREMENTS		
70	Arsenic	Annual	$6.99
71	Cadmium	Annual	$6.99
72	CBOD	Annual	$16.00
73	Chlorides	Annual	$8.00
74	Chromium	Annual	$6.99
75	Copper	Annual	$6.99
76	Cyanide	Annual	$20.00
77	Lead	Annual	$6.99
78	Manganese	Annual	$6.99
79	Mercury	Annual	$14.00

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Line Item	Description	Unit of Measure	Unit Cost
80	Molybdenum	Annual	$6.99
81	Nickel	Annual	$6.99
82	Selenium	Annual	$6.99
83	Silver	Annual	$6.99
84	Total Nitrogen	Monthly	$22.00
85	Total Suspended Solids	Annual	$8.00
86	Zinc	Annual	$6.99
	SOLID WASTE MSGP SAMPLING REQUIREMENTS		
87	Total Recoverable Iron	every two years	$6.99
88	Total Suspended Solids	every two years	$8.00
	GROUNDWATER MONOTORING WELLS		
89	Ammonia – N, Total	Semi-Annual	$15.00
90	Chlorides	Semi-Annual	$8.00
91	Iron	Semi-Annual	$6.99
92	Mercury	Semi-Annual	$14.00
93	Nitrate	Semi-Annual	$8.00
94	Phenols, Total	Semi-Annual	$42.00
95	Sodium	Semi-Annual	$6.99
96	Total dissolved solids (TDS)	Semi-Annual	$8.00
97	Those parameters listed in 40 CFR Part 258, Appendix I	Semi-Annual	$199.00
98	Field Collection Fees	Per Event	$3,000.00
	WASTEWATER		
99	CBOD	Annual	$16.00
100	TSS	Annual	$8.00
101	Fecal coliform	Annual	$14.00
102	Total Nitrogen	Annual	$22.00
103	TKN	Annual	$14.00
104	Total Phosphorus	Annual	$14.00
105	Nitrate	Annual	$8.00
106	Chloride	Annual	$8.00
107	Giardia	Annual	$850.00
108	Cryptosporidium	Annual	$850.00
	MONOTORING WELLS		
109	Water Level Relative To NGVD Total Nitrogen	Annual	$125.00
110	Total Nitrogen	Annual	$22.00
111	TDS	Annual	$8.00
112	Chloride	Annual	$8.00
113	Fecal coliform	Annual	$14.00
114	pH	Annual	$6.00
115	Turbidity	Annual	$8.00
116	TTHM	Annual	$34.00

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EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
117	Field Collection Fees	Hourly	$125.00
	RECLAIM		
118	Primary Drinking Water Standards	Annual	$2,692.90
119	Secondary Drinking Water Standards	Annual	$136.94
	INDUSTRIAL PRETREATMENT		
120	Acrolein	Annual	$55.00
121	Acrylonitrile	Annual	$55.00
122	Benzene	Annual	$55.00
123	Bromoform	Annual	$55.00
124	Carbon tetrachloride	Annual	$55.00
125	Chlorobenzene	Annual	$55.00
126	Chlorodibromomethane	Annual	$55.00
127	Chloroethane	Annual	$55.00
128	2-chloroethylvinyl ether	Annual	$55.00
129	Chloroform	Annual	$55.00
130	Dichlorobromomethane	Annual	$55.00
131	1,1-dichloroethane	Annual	$55.00
132	1,2-dichloroethane	Annual	$55.00
133	1,1-dichloroethylene	Annual	$55.00
134	1,2-dichloropropane	Annual	$55.00
135	1,3-dichloropropylene	Annual	$55.00
136	Ethylbenzene	Annual	$55.00
137	Methyl bromide	Annual	$55.00
138	Methyl chloride	Annual	$55.00
139	Methylene chloride	Annual	$55.00
140	1,1,2,2-tetrachloroethane	Annual	$55.00
141	Tetrachloroethylene	Annual	$55.00
142	Toluene	Annual	$55.00
143	1,2-trans-dichloroethylene	Annual	$55.00
144	1,1,1-trichloroethane	Annual	$55.00
145	1,1,2-trichloroethane	Annual	$55.00
146	trichloroethylene	Annual	$55.00
147	Vinyl chloride	Annual	$55.00
148	2- chlorophenol	Annual	$140.00
149	2,4-dichlorophenol	Annual	$140.00
150	2,4-dimethylphenol	Annual	$140.00
151	4,6-dinitro-o-cresol	Annual	$140.00
152	2,4-dinitrophenol	Annual	$140.00
153	2- nitrophenol	Annual	$140.00
154	4- nitrophenol	Annual	$140.00
155	P-chloro-m-cresol	Annual	$140.00
156	Pentachlorophenol	Annual	$140.00
157	Phenol	Annual	$140.00

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EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
158	2,4,6-trichlorophenol	Annual	$140.00
159	Acenaphthene	Annual	$140.00
160	Acenaphthylene	Annual	$140.00
161	Anthracene	Annual	$140.00
162	Benzidine	Annual	$140.00
163	Benzo(a)anthracene	Annual	$140.00
164	Benzo(a)pyrene	Annual	$140.00
165	3,4-benzofluoranthene	Annual	$140.00
166	Benzo(ghi)perylene	Annual	$140.00
167	Benzo(k)fluoranthene	Annual	$140.00
168	Bis (2-chloroethoxy)methane	Annual	$140.00
169	bis(2-chloroethyl)ether	Annual	$140.00
170	Bis (2-chloroisopropyl)ether	Annual	$140.00
171	Bis (2-ethylhexyl)phthalate	Annual	$140.00
172	4- bromophenyl phenyl ether	Annual	$140.00
173	Butylbenzyl phthalate	Annual	$140.00
174	2- chloronaphthalene	Annual	$140.00
175	4- chlorophenyl phenyl ether	Annual	$140.00
176	Chrysene	Annual	$140.00
177	Dibenzo(a,h)anthracene	Annual	$140.00
178	1,2-dichlorobenzene	Annual	$140.00
179	1,3-dichlorobenzene	Annual	$140.00
180	1,4-dichlorobenzene	Annual	$140.00
181	3,3'-dichlorobenzidine	Annual	$140.00
182	Diethyl phthalate	Annual	$140.00
183	Dimethyl phthalate	Annual	$140.00
184	Di-n-butyl phthalate	Annual	$140.00
185	2,4-dinitrotoluene	Annual	$140.00
186	2,6-dinitrotoluene	Annual	$140.00
187	Di-n-octyl Phthalate	Annual	$140.00
188	1,2-diphenylhydrazine (as azobenzene)	Annual	$140.00
189	Fluroranthene	Annual	$140.00
190	Fluorene	Annual	$140.00
191	Hexachlorobenzene	Annual	$140.00
192	Hexachlorobutadiene	Annual	$140.00
193	Hexachlorocyclopentadiene	Annual	$140.00
194	Hexachloroethane	Annual	$140.00
195	Indeno (L,2,3-Cd) Pyrene	Annual	$140.00
196	Isophorone	Annual	$140.00
197	Napthalene	Annual	$140.00
198	Nitrobenzene	Annual	$140.00
199	N-nitrosodimethylamine	Annual	$140.00
200	N-nitrosodi-n-propylamine	Annual	$140.00

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Seminole County, Florida

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EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
201	N-nitrosodiphenylamine	Annual	$140.00
202	Phenanthrene	Annual	$140.00
203	Pyrene	Annual	$140.00
204	1,2,4-trichlorobenzene	Annual	$140.00
205	Aldrin	Annual	$140.00
206	Alpha-BHC	Annual	$140.00
207	Beta-BHC	Annual	$140.00
208	Gamma-BHC	Annual	$140.00
209	Delta-BHC	Annual	$140.00
210	Chlordane	Annual	$140.00
211	4,4'-DDT	Annual	$140.00
212	4,4'-DDE	Annual	$140.00
213	4,4'-DDD	Annual	$140.00
214	Dieldrin	Annual	$140.00
215	Alpha-Endosulfan	Annual	$140.00
216	Beta-Endosulfan	Annual	$140.00
217	Endosulfan sulfate	Annual	$140.00
218	Endrin	Annual	$140.00
219	Endrin aldehyde	Annual	$140.00
220	Heptachlor	Annual	$140.00
221	Heptachlor epoxide	Annual	$140.00
222	PCB-1242	Annual	$140.00
223	PCB-1254	Annual	$140.00
224	PCB-1221	Annual	$140.00
225	PCB-1232	Annual	$140.00
226	PCB-1248	Annual	$140.00
227	PCB-1260	Annual	$140.00
228	PCB-1016	Annual	$140.00
229	Toxaphene	Annual	$140.00
230	Antimony, Total	Annual	$6.99
231	Arsenic, Total	Annual	$6.99
232	Beryllium, Total	Annual	$6.99
233	Cadmium, Total	Annual	$6.99
234	Chromium, Total	Annual	$6.99
235	Copper, Total	Annual	$6.99
236	Lead, Total	Annual	$6.99
237	Mercury, Total	Annual	$14.00
238	Nickel, Total	Annual	$6.99
239	Selenium, Total	Annual	$6.99
240	Silver, Total	Annual	$6.99
241	Thallium, Total	Annual	$6.99
242	Zinc, Total	Annual	$6.99
243	Cyanide, Total	Annual	$20.00

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/11/2026 08:04:44 -04:00
eCertified Id: E5F6-E8C9-29AK
Page 36 of 42

EXHIBIT C

Line Item	Description	Unit of Measure	Unit Cost
244	Phenols, Total	Annual	$42.00
245	Bromide	Annual	$8.00
246	Fluoride	Annual	$8.00
247	Oil and Grease	Annual	$35.00
248	Radioactivity	Annual	$238.00
249	Sulfate	Annual	$8.00
250	Sulfide	Annual	$25.00
251	Sulfite	Annual	$34.00
252	Surfactants	Annual	$25.00
253	Aluminum, Total	Annual	$6.99
254	Barium, Total	Annual	$6.99
255	Boron, Total	Annual	$6.99
256	Cobalt, Total	Annual	$6.99
257	Iron, Total	Annual	$6.99
258	Magnesium, Total	Annual	$6.99
259	Molybdenum, Total	Annual	$6.99
260	Manganese, Total	Annual	$6.99
261	Tin, Total	Annual	$6.99
262	Titanium, Total	Annual	$6.99

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: E5F6-E8C9-29AK
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EXHIBIT D

MINIMUM INSURANCE REQUIREMENTS

IFB-5099-25/LTT LABORATORY ANALYSIS SERVICES

The following insurance requirements and limits of liability are required:

A.	Workers' Compensation & Employers' Liability Insurance:		
	Workers' Compensation:	Statutory	
	Employers' Liability:	$ 1,000,000	Each Accident
		$ 1,000,000	Disease Aggregate
		$ 1,000,000	Disease Each Employee
B.	Commercial General Liability Insurance:		
		$ 1,000,000	Each Occurrence
		$ 2,000,000	General Aggregate
		$ 2,000,000	Products and Completed Operations
		$ 1,000,000	Personal and Advertising Injury
C.	Business Automobile Liability Insurance:		
		$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)
D.	Professional Liability:	$ 1,000,000	Per Claim
		$ 2,000,000	General Aggregate

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/11/2026 08:04:44 -04:00
eCertified Id: E5F6-E8C9-29AK

EXHIBIT E

Agreement Name: Laboratory Analysis Services

Agreement Number: RFP- 5099-25/LTT

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement 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 Agreement term.

2. That the CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements of Section 448.095, Florida Statutes or its failure to ensure that all employees and subcontractors performing work under Agreement Number RFP- 5099-25/LTT are legally authorized to work in the United States and the State of Florida, constitutes a breach of this Agreement for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach. DATED this 7th day of November, 20 25.

PaceAnalytical Services, LLC.
Consultant Name

By: _____
Print/Type Name: David M. Chaffman
Title: Director of Sales

STATE OF New Jersey

COUNTY OF Hunterdon

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence OR ☐ online notarization, this 7th day of November, 20 25, by David M. Chaffman (Full Name of Affiant).

_____
Print/Type Name _____
Notary Public in and for the County
and State Aforementioned
My commission expires: _____

GEORGE R LATHAM III
Notary Public, State of New Jersey
Comm. # 50225799
My Commission Expires 9/18/2029

E-Verify Affidavit
Revised 5/19/2021

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/11/2026 08:04:44 -04:00
eCertified Id: E5F6-E8C9-29AK

FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: David Chaffman

Title: Director of Sales

Signature: 

Date: 11/07/25

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/11/2026 08:04:44 -04:00
eCertified Id: E5F6-E8C9-29AK
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EXHIBIT G

HUMAN TRAFFICKING AFFIDAVIT

CONTRACT # _____

In compliance with section 787.06, Florida Statutes, the undersigned, on behalf of the Nongovernmental Entity identified herein, hereby declares, under penalty of perjury, that the following facts stated herein are true:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2. I am an officer or representative of **Pace Analytical Services, LLC** ("Nongovernmental Entity") and authorized to provide this affidavit on its behalf.

3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, use coercion for labor or services, as those terms are defined in section 787.06, Florida Statutes, as may be amended.

4. This declaration is made pursuant to section 92.525, Florida Statutes. I acknowledge and understand that making a false statement in this declaration may subject me to criminal penalties.

_____ **12/02/25**

Signature Date

David M. Chaffman, Director of Sales

Print Name, Title

STATE OF **New Jersey**

COUNTY OF **Hunterdon**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this **2** day of **Dec**, 20**25**, by **David M. Chaffman**, as **Director of Sales**, on behalf of the Nongovernmental Entity. They ☒ are personally known to me or ☐ have produced as identification.

_____

Notary Public Signature

(Affix Notary Stamp or Seal)

Print, Type or Stamp Name of Notary:_____

My commission expires:_____

GEORGE R LATHAM III
Notary Public State of New Jersey
Comm. # 50225799
My Commission Expires 9/18/2029

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/11/2026 08:04:44 -04:00
eCertified Id: E5F6-E8C9-29AK

EXHIBIT H

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR/CONSULTANT swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the COUNTY.

The CONTRACTOR/CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR/CONSULTANT agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR/CONSULTANT or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR/CONSULTANT agrees to hold harmless and indemnify the COUNTY, its agents, officers, or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR/CONSULTANT's acts or omissions in connection with the ADA.

CONTRACTOR: Pace Analytical Services, LLC

Signature: _____

Printed Name: David Chaffman

Title: Director of Sales

Date: 11/07/25

Affix Corporate Seal (if applicable)

STATE OF NewJersey

COUNTY OF Hunterdon

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 7th day of November, 2025, by David M. Chaffman.

(name of person making statement)

GEORGE R LATHAM III
Notary Public, State of New Jersey
Comm # 50225799
My Commission Expires 9/18/2029

_____
Signature of Notary Public

_____
Print/Type/Stamp Commissioned Name of Notary Public

X Personally Known OR _____ Produced Identification

Type of Identification Produced: Visual

00310 – ADA Affidavit (Rev 06/2021)

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida

Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 03/11/2026 08:04:44 -04:00
eCertified Id: E5F6-E8C9-29AK

May 27, 2026

Mr. James Mitchell
Water Treatment Manager
Dyal Water Treatment Plant
65 Stone Street
Cocoa, FL 32922

Subject: Seminole County Contract Agreement to be used as a piggyback contract RFP-5099-25/LTT

Dear Mr. Mitchell:

This letter is to offer to extend the terms and conditions of the above referenced contract for the use of the Dyal Water Treatment Plant. The contract base period expires 3/28/2029 and has (2) 1-year extensions beyond that date. Please find the applicable files enclosed.

The following items are not listed in the Seminole County contract and Pace offers these unit prices to the Dyal Water Treatment Plant.

Conductivity SM 2510B $6.00

Any additional analytical testing that is not in the Seminole County Contract will be quoted at the time of need.

Liduvina Torres (ltorres@seminolecountyfl.gov, 407-665-7117) is the Seminole County contact for the contract.

We look forward to working with you.

Sincerely,

Michael F. Valder

813.340.8100
Mike.Valder@pacelabs.com
8 East Tower Circle, Ormond Beach, FL 32174

NOTICE OF RECCOMENDED AWARD

RFP-5099-25/LTT Laboratory Analysis Services

Response Deadline: December 3, 2025 at 2:00 pm

Proposer	Location	Total Bid Price	Total Average Rank
Advanced Environmental Laboratories, Inc.	Altamonte Springs, FL	$411,787.00	1.25
Pace Analytical Services, LLC	Ormond Beach, FL	$389,904.50	1.75

Evaluation Meeting: January 30, 2026 at 10:30 AM in the PW Administration Conf. Room at 200 W County Home Rd, Sanford FL 32773. (This meeting is open to the public for **observation only**.)

Recommendation and Notice of Intent to Award to: Advanced Environmental Laboratories, Inc. and Pace Analytical Services, LLC

BOCC Meeting Date: February 24, 2026 - Request to approve ranking and award Agreements to the top-ranked firms.

Updated By: Liduvina Torres, Sr. Procurement Analyst.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Pace Analytical Services, LLC. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Pace Analytical Services, LLC. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: David M. Chaffman

Date: 06/25/26

STATE OF New Jersey

COUNTY OF Hunterdon

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 06/25/26 (date) by David M. Chaffman,Pace Anaytical Services, LLC. (name of officer or agent, title of office Director of Sales or agent) of Pace Analytical Services, LLC. (name of corporation acknowledging) , a MN (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed or stamped

My Commission Expires: _____

GEORGE R LATHAM III
Notary Public, State of New Jersey
Comm. # 50225799
My Commission Expires 9/18/2029

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Director of Sales (Role) of Pace Analytical Services, LLC. (Company).

3. Pace Analytical Services, LLC. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I David M. Chaffman, Director of Sales (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

Pace Analytical Services, LLC.

NAME OF BUSINESS ENTITY



SIGNATURE

David M. Chaffman, Director of Sales

TYPE NAME AND TITLE

CITY COUNCIL AGENDA ITEM

Memo Date:	September 2, 2026
Agenda Date:	September 22, 2026
File ID:	2026-790
Prepared By:	Katrina Combs, Utilities Administrative Technician, James Mitchell, Water Treatment Manager
Through:	John Walsh, Utilities Director
Requested Action:	Approve a Two-Month Contract Extension with Allied Universal Corp.,contract B-22-12-COC-B for Liquid Sodium Hypochlorite through November 26, 2026; Approve Contract B-25-01-BCPEPC-F with Kemira Water Solutions, Inc. for Ferric Sulfate at $2.25 per gallon; Acknowledge City Manager Renewal Amendments for Carmeuse Lime & Stone, Matheson Tri-Gas, Inc., Thatcher Chemical of Florida, Inc., and Linde, Inc., as well as Year 3 of the WE Soda Wyoming LP Agreement; and Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Purchase Orders Not to Exceed the Adopted FY2027 Chemical Budget.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) and Sellers Wastewater Treatment Plant (WWTP) establish estimated annual chemical budgets based on anticipated demands; however, demands fluctuate and actual chemical usage varies throughout the year. Staff adjusts chemical budgets as necessary within the total adopted FY2027 budgets for Dyal WTP ($7,111,000.00) and Sellers WWTP ($243,458.00), which will not be exceeded unless resubmitted to City Council.

The City Manager has administrative authority to approve contract renewals, amendments. However, because individual annual chemical purchases exceed the City Manager's single-purchase authority threshold, City Council authorization is required to execute the resultant contracts and issue purchase orders up to the total adopted FY2027 chemical budget:

- Allied Universal Corp. (Liquid Sodium Hypochlorite - Contract B-22-12-COC-B): A temporary extension of the existing contract through November 26, 2026, is requested to maintain supply continuity while open bid ITB B-26-17-COC (due September 23, 2026) is evaluated and to allow sufficient time for the City to award and onboard the resultant agreement.
- Carmeuse Lime & Stone, Matheson Tri-Gas, Inc., Thatcher Chemical of Florida, Inc., and Linde, Inc.: The City Manager has authorized contract renewal amendments for FY2027 under existing municipal agreement options to secure essential treatment chemicals including quick lime, carbon dioxide, ammonium sulfate, and liquid oxygen.
- WE Soda Wyoming LP (Soda Ash - Contract B-25-01-BPPEPC-B): Currently

entering Year 3 of a 3-year term. Council approval is not required for contract continuation, but this item is included to formalize Council acknowledgment and authorize the City Manager to issue FY2027 purchase orders above his purchasing threshold.

- Kemira Water Solutions, Inc. (Ferric Sulfate - Contract B-25-01-BCPEPC-F): The original primary awarded vendor under ITB B-25-01-BCPEPC elected not to renew. In accordance with procurement procedures, staff is awarding Contract B-25-01-BCPEPC-F to the second lowest responsive bidder, Kemira Water Solutions, Inc. Pursuant to Section Five of the agreement, the unit price for Ferric Sulfate is escalated from the 2025 bid price of $1.88 per gallon to $2.25 per gallon based on the Producer Price Index (PPI Series ID: WPU0652013A)

FY2027 Chemical Supply Contract Summary:

Contract #	Vendor	Chemical	Start Date	Current End Date	Renewal Through
B-22-12-COC-B	Allied Universal Corporation	Liquid Sodium Hypochlorite	10/01/2025	09/26/2026	11/26/2026
B-25-01-BCPEPC-A	Carmeuse Lime & Stone	Quick Lime Pebble 3/8" & 3/4"	10/01/2024	09/26/2026	09/26/2027
B-25-01-BCPEPC-F	Kemira Water Solutions, Inc.	Ferric Sulfate	10/01/2026	N/A	09/30/2027
B-25-01-BCPEPC-G	Linde, Inc.	Liquid Oxygen (LOX)	10/01/2024	09/30/2026	09/30/2027
B-25-01-BCPEPC-F	Matheson Tri-Gas, Inc.	Carbon Dioxide	10/01/2024	09/30/2026	09/30/2027
B-25-01-BCPEPC-F	Thatcher Chemical of Florida, Inc.	Ammonium Sulfate	10/01/2025	09/26/2026	09/26/2027
B-25-01-BPPEPC-	WE Soda Wyoming	Soda Ash	10/01/2024	09/30/2027	N/A

B	LP				

Staff requests City Council to approve the short-term extension with Allied Universal Corp., approve the new service contract with Kemira Water Solutions, Inc., acknowledge the City Manager's approved renewals and existing multi-year agreements, and authorize the City Manager to execute contract documents and issue purchase orders exceeding standard purchasing thresholds up to the approved FY2027 chemical budget.

PRIORITY AREA CONNECTION:

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

Source/Use of Funds
Account Number $7,111,000.00 Dyal WTP
$243,458.00 WWTP

Amount 421-4020-536.52-09 Dyal WTP
421-4120-536.52-09 Seller WWTP

Account Name Chemicals

PREVIOUS ACTION:
On September 23rd, 2025 Agenda Item 2025-881 Allied Universal Corp., Carmeuse Lime & Stone, We Soda, Univar Solutions USA, Inc., Matherson Tri-Gas, Inc.,Thatcher Chemical of Florida, and Linde, Inc.were approved by City Council.

RECOMMENDED MOTION:
Approve a Two-Month Contract Extension with Allied Universal Corp.,contract B-22-12-COC-B for Liquid Sodium Hypochlorite through November 26, 2026; Approve Contract B-25-01-BCPEPC-F with Kemira Water Solutions, Inc. for Ferric Sulfate at $2.25 per gallon; Acknowledge City Manager Renewal Amendments for Carmeuse Lime & Stone, Matheson Tri-Gas, Inc., Thatcher Chemical of Florida, Inc., and Linde, Inc., as well as Year 3 of the WE Soda Wyoming LP Agreement; and Authorize the City Manager to Execute Contracts, Approve Annual Renewals, Amendments, and Purchase Orders Not to Exceed the Adopted FY2027 Chemical Budget.

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
4th AMENDMENT
Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite
CONTRACT NO. B-22-12-COC-B

This FOURTH Amendment to the Service Agreement for Water and Wastewater Treatment Chemical - Liquid Sodium Hypochlorite is made between the City of Cocoa and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178.

The agreement entered on September 27, 2022, is hereby amended to extend the term for up to two (2) additional months at the rate of $1.75 per gallon with terms and conditions commencing on September 27, 2026, and terminating on November 26, 2026, or upon the execution and award of a new contract resulting from Bid B-26-17-COC (due September 23, 2026), whichever occurs first.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ALLIED UNIVERSAL COPORATION	**CITY OF COCOA**
By: _____	**By:** _____
(Name) Printed	(Name) Printed
_____	_____
(Title)	(Title)
_____	_____
Signature Date	Signature Date

ATTESTED BY:

_____
Signature/Title

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Procurement and Budget Manager

Finance Department
65 Stone Street · Cocoa, FL 32922
PHONE: (321) 433-8685
FAX: (321) 433-8685
www.CocoaFL.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
3rd AMENDMENT
Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite
CONTRACT NO. B-22-12-COC-B

This THIRD Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite is made between the City of Cocoa and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178.

The agreement entered on September 27, 2022, is hereby amended to renew for the third renewal option for twelve (12) additional months at the rate of $1.62/per gallon with terms, and conditions commencing on September 27, 2025, and terminating on September 26, 2026.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ALLIED UNIVERSAL COPORATION

By: Jim Palmer
(Name) Printed

President/CEO
(Title)

Signature 6/9/25 Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature 6/10/2025 Date

ATTESTED BY:

Signature/Title

Serving our community with P.R.I.D.E!

Stay Connected

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
2nd AMENDMENT
Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite
CONTRACT NO. B-22-12-COC-B

This SECOND Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite is made between the City of Cocoa and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178.

The agreement entered on September 27, 2022, is hereby amended to renew for the second renewal option for twelve (12) additional months at the rate of $1.54/per gallon with terms, and conditions commencing on September 27, 2024, and terminating on September 26, 2025.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ALLIED UNIVERSAL COPORATION

By: Jim Palmer
(Name) Printed

President/CEO
(Title)

Signature — July 26, 2024 Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature — 7/29/2024 Date

ATTESTED BY:

City of Cocoa S. City Clerk
Signature/Title

SEAL
FLORIDA

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Purchasing Manager

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8844 I Email: dkozlak@cocoafl.gov

CITY OF COCOA
AMENDMENT TO SERVICE AGREEMENT
1st AMENDMENT
Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite
CONTRACT NO. B-22-12-COC-B

This FIRST Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Liquid Sodium Hypochlorite is made between the City of Cocoa and Allied Universal Corporation, 3901 NW 115 Ave., Miami, FL 33178.

The agreement entered on September 27, 2022, is hereby amended to renew for the first renewal option for twelve (12) additional months at the rate of **$1.47** per gallon with terms, and conditions commencing on September 27, 2023, and terminating on September 26, 2024.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

ALLIED UNIVERSAL COPORATION

By: Jim Palmer
(Name) Printed

President/CEO
(Title)

August 14, 2023
Signature Date

CITY OF COCOA

By: Stockton Whitten
(Name) Printed

City Manager
(Title)

Signature Date

ATTESTED BY:

Signature/Title

CC: Carie Shealy, City Clerk
Sean McFarland, Water Treatment Manager
Brian Dale, Purchasing Manager

SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals for Dyal Water Treatment Plant And Jerry Sellers Water Reclamation Facility

THIS AGREEMENT ("Agreement") is made the 27th day of September, 2022, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "CITY," and ALLIED UNIVERSAL CORPORATION, with its principal place of business located at 3901 NW 115 Ave, Miami, FL, 33178, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, CITY is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain water treatment chemicals as are necessary for the functioning of the Dyal Water Treatment Plant to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the CITY under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and CITY are hereby bound by the terms and conditions of this Agreement. CITY and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Purchase Order, attached hereto as **Exhibit "A"** and incorporated by reference; the CITY's Invitation to Bid Number ITB B-22-12-COC, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, pursuant to **Exhibit "B"** and **Exhibit "C,"** SERVICE PROVIDER will enter into a separate agreement with any other Treatment, Storage, and Disposal Facility as is necessary to comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, CITY shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between CITY and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will provide services related to the transport and delivery of chemicals, specifically Liquid Sodium Hypochlorite, for water and wastewater treatment at the Dyal Wastewater Plant, as are described in **Exhibit "B,"** attached hereto and incorporated herein

by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the Liquid Sodium Hypochlorite provided to CITY meets the quality and purity standards outlined in **Exhibit "B."** Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Liquid Sodium Hypochlorite.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the CITY's Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility, or such other places as reasonably designated by the CITY, to perform the Services as necessary. The address of the Dyal Water Treatment Plant and Jerry Sellers Water Reclamation Facility are provided in **Exhibit "B,"** and are incorporated herein by reference. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE

TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to CITY shall be delivered on an as-needed basis to CITY. Deliveries are FOB to the CITY's destination. When services are required, CITY shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the CITY. CITY shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the CITY operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** SERVICE PROVIDER shall ensure that an appropriate Bill of Lading/Weigh Slip containing the required information described in **Exhibit "B"** shall be included with each delivery. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work as reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER's Bid Price Schedule, which is found in SERVICE PROVIDER's Response to ITB B-22-12-COC. SERVICE PROVIDER's Response and the Bid Price Schedule contained therein are attached hereto as **Exhibit "C,"** and are incorporated by reference. Pursuant to Exhibit "B," delivery shall be FOB to the CITY's destination and shall be invoiced to the CITY no later than 30 days after delivery. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the CITY must be described upon the Service Provider's invoice with sufficient clarity for the CITY to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the CITY,

SERVICE PROVIDER agrees to perform additional services hereunder, the CITY shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The City shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the City Council or City Manager in accordance with the City's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence upon the parties' execution of the Agreement. ("Commencement Date"). The term of this Agreement shall be as contained in **Exhibit "B."** The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The CITY's City Manager may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives or others beyond SERVICE PROVIDER's control.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

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This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related directly to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection

with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit upon reasonable notice. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.

SERVICE PROVIDER is required to and agrees to comply with applicable public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records, subject to SERVICE PROVIDER's document retention policies and regulatory

requirements. All public records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise upon reasonable notice. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

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

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. The SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of $1,000,000 per occurrence and $2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

ALLIED UNIVERSAL CORPORATION
3901 NW 115 Ave
Miami, FL, 33178
Att'n: Jim Palmer, President, jimp@allieduniversal.com

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing. In addition to the foregoing, notices to SERVICE PROVIDER shall also be given by email at the above email address.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this Agreement without a writing.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents

while performing Services provided hereunder. SERVICE PROVIDER shall comply with all applicable workplace and occupational safety regulations.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in Exhibit "B." SERVICE PROVIDER shall ensure, as provided in Exhibit "B," that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.

14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state, and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and the disposal and handling of the residual produced by application of its product, as applicable. SERVICE PROVIDER shall provide this technical assistance at no charge to CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.

16. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, 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.

17. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement

and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

    C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions,

judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

Printed Name: Jim Palm

Title: President / CEO

Date: 8/31/22

CITY OF COCOA:

Stockton Whitten, City Manager

Date: 9-27-2022

ATTEST:

Carie Shealy, City Clerk, MMC

City of Cocoa CORPORATE SEAL FLORIDA

CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

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SERVICE AGREEMENT
B-25-01-BCPEPC-F

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT ("Agreement") is made the _____ day of _____, 2026, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "BUYER," and Kemira Water Solutions, Inc. with its principal place of business located at 200 Galleria Parkway, Suite 1500, Atlanta, GA 30339, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, BUYER is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain chemicals as are necessary to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the BUYER under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and BUYER are hereby bound by the terms and conditions of this Agreement. BUYER and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Invitation to Bid ITB B-25-01-BCPEPC, attached hereto as **Exhibit "A"** and incorporated by reference; and by the SERVICE PROVIDER's Response, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, BUYER shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

WHEREAS, the Contract will provide that Brevard County Public Entity Purchasing Cooperative members or any state and local governmental entities may make purchases at prices indicated in the Contract.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between BUYER and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will provide services related to the transportation and delivery of chemicals for water and wastewater treatment, as are described in **Exhibits "A,"** and **"B"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the chemicals provided to BUYER meets the quality and purity standards outlined. Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the BUYER in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the BUYER that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Ferric Sulfate.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the locations described in **Exhibit "A"**, or such other places as reasonably designated by the BUYER, to perform the Services as necessary. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the BUYER's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the BUYER as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. BUYER or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and BUYER will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to BUYER shall be delivered on an as-needed basis to BUYER. Deliveries are FOB to the BUYER's destination. When Services are required, BUYER shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the BUYER. BUYER shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the BUYER operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the BUYER apprised of the status of work as reasonably requested by the BUYER. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without BUYERs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated at a revised rate of **$2.25 per gallon, effective October 1, 2026, through September 30, 2027**. Except as modified by this rate, compensation details remain as set forth in SERVICE PROVIDER'S Bid Price Schedule, found in Exhibit "B" SERVICE PROVIDER'S Response to ITB B-25-01-BCPEPC. Pursuant to Exhibit "A," delivery shall be FOB to the BUYER's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the BUYER must be described upon the Service Provider's invoice with sufficient clarity for the BUYER to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the BUYER, SERVICE PROVIDER agrees to perform additional services hereunder, the BUYER shall pay SERVICE PROVIDER for the performance

of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The BUYER shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the BUYER in accordance with the BUYER's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence on October 1, 2026. ("Commencement Date"). The initial term of the Agreement shall be for one (1) year with the option to extend for one (1) additional one (1) year period. The BUYER's may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

The pricing shall remain fixed for the initial term. Following the initial term the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the SERVICE PROVIDER's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the SERVICE PROVIDER's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The SERVICE PROVIDER's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The BUYER reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

The SERVICE PROVIDER's price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the SERVICE PROVIDER is prohibited.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the BUYER for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which BUYER, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of BUYER, or its agents, elected or appointed officials, employees, or representatives.

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the BUYER for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the BUYER in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such

time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the BUYER may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, BUYER shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to BUYER prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the BUYER, the BUYER shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the BUYER any pre-paid fees for Services not delivered to the BUYER's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the BUYER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the BUYER, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the BUYER or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the BUYER's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the BUYER

for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER's CUSTODIAN OF PUBLIC RECORDS.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the BUYER to perform the services as agreed to herein. SERVICE PROVIDER shall provide the BUYER, upon request from the BUYER, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the BUYER, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the BUYER. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and

all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

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

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of $1,000,000 per occurrence and $2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies**.

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
Purchasing Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

COMPANY NAME: Kemira Water Solutions, Inc.
ADDRESS: 4321 W. 6th St.
Lawrence, KS 66049

ATTENTION _____

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

SECTION TWELVE
E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof

may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this agreement without a writing.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any

claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.

14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state,

and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.

16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.

17. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, 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.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

    C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

KEMIRA WATER SOLUTIONS, INC:

Printed Name: Christina Harmon

Title: Commercial Support Manager

Date: 09/10/2026

CITY OF COCOA:

Michael C. Blake, Mayor

Date: _____

ATTEST:

Monica Arsenault, City Clerk, CMC

EXHIBIT A
Invitation to Bid B-25-01-BCPEPC

INVITATION TO BID

COOPERATIVE SOLICITATION

Brevard County Public Entity Purchasing Cooperative	City of Cocoa (Lead Agency)
	

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Publish Date August 2, 2024



Brevard County · Canaveral Port Authority · Cape Canaveral · Cocoa · Cocoa Beach · Melbourne · Melbourne Beach · Palm Bay · Rockledge · School Board of Brevard County · Titusville

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Brevard County Public Entity Purchasing Cooperative.

Local Governmental entities within the Brevard County area, currently consisting of 12-members, have entered into an Interlocal Agreement to create a Cooperative Purchasing group within our geographical area. The Brevard County Public Purchasing Cooperative was formed in an effort to develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.

The government entities participating in this particular procurement and their respective delivery locations are listed in the attached document.

Brevard County Public Entity Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "Lead Entity". All responses are to be returned in accordance with the instructions contained in the attached document.
- The solicitation specifications, terms and conditions shall be the controlling document. Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract and issue its own tax exemption certificates as required by the Contractor.
- Invoicing instructions and delivery locations will be in accordance with the respective entity requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The Contractor(s) shall furnish the Lead Entity a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include Agency name, contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Brevard County Public Entity Purchasing Cooperative may utilize any contract awarded by the Brevard County Public Entity Purchasing Cooperative. Public Entity Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead entity.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action. OBJ

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INVITATION TO BID

Issuance | Release Date: August 2, 2024
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

SECTION 1 INTRODUCTION

The City of Cocoa acting as the lead agency, on behalf of the Brevard County Public Entity Purchasing Cooperative (BCPEPC) is accepting sealed bids from all licensed, qualified firms or individuals interested in supplying and delivering water treatment chemicals or related material as described in this Invitation to Bid (ITB). The City of Cocoa intends to make multiple awards to the lowest and best bidder for each of the chemicals listed below. Once awarded, any Brevard County Public Entity Purchasing Cooperative member, or any other governmental entity, collectively referred to herein as BUYER, may purchase from this contract.

1.1 SUMMARY OF PROJECT

Furnish all materials, service, equipment, and labor required for one or more of the following water and wastewater treatments chemicals: Quicklime, Soda Ash, Anhydrous Ammonia, Hydrofluosilic Acid, Carbon Dioxide, Ferric Sulfate, Liquid Oxygen, Ammonium Sulfate, Wisprofloc-N Starch, Liquid Aluminim Sulfate

Detailed specifications and requirements for each chemical can be found in section five of this announcement. BCPEPC member delivery addresses are provided in the tables below for informational purposes only. Actual quantities will be determined by the member entity upon placing an order. Member participation may vary.

Prospective Bidders may bid on one or more items. If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

1.2 GENERAL DELIVERY REQUIREMENTS

1. Contractor(s) warrants that chemicals provided as a result of this RFP:
    a. Conform to the most current NSF 60/61 and/or ANSI/AWWA standards for water
    b. Conform to the additional specific chemical specifications contained herein
    c. Are free from impurities of any kind
2. If at any time, any chemical supplied by the Contractor(s) fails to conform to the specifications of the utilizing agency, then the Contractor shall at no additional cost to the Buyer promptly replace with item that meets specifications.

3. DELIVERY TIME: Chemicals are to be delivered on an as-needed basis to the MEMBER further referred to as BUYER, placing the order within three days **(72 hours)** of order by the operations staff including weekends and holidays, unless otherwise agreed upon at time of order.

4. Delivery Locations as listed in the announcement or as agreed by Purchase Order.

1.3 DELIVERY INSTRUCTIONS:

1. The Contractor shall be responsible for unloading chemicals with the supervision of plant personnel (pre-inspection of unloading facility is highly recommended). The Contractor shall provide a weight ticket with each delivery, which shows the weight of the chemical on the truck delivering the bulk shipment and the number of gallons. The Contractor shall provide a delivery truck with the capability of unloading the chemical using the truck air supply.

2. The Contractor shall insure all hoses used in unloading of chemicals are in good condition. Any unauthorized discharge of chemical during the unloading process shall be contained and disposed of by the Contractor in accordance with all safety guidelines.

3. The Contractor(s) guarantees the delivery of chemicals within the prescribed delivery schedule of the Buyer. Failure to deliver at the time specified, or as amended in writing by the Buyer or failure to make replacements of rejected chemicals shall constitute a breach of contract.

4. All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:
    - Contractor(s) Name
    - Purchase Order and Call Order Number (release number)
    - Date of Delivery and Date of Order
    - Materials Furnished
    - Quantity, unit price and extension of each item, and total in accordance with the contract
    - Name of authorized representative ordering supplies

5. A Contractor's delivery ticket will be signed in duplicate by the Contractor's designated representative. One copy will be given to the employee signing for the delivery and a second copy will be retained by the Contractor. If required by the Buyer, the Contractor(s) will call the treatment facility prior to delivery and shall provide advance information as required by the Buyer which may include a copy of the driver's license, a chemical shipping itinerary sheet with the manifest numbers or other pertinent information.

6. The following MSDS related documentation must be furnished to the Buyer upon request:

- A copy of the most current MSDS Report for each chemical your firm is offering pricing must be provided prior to award.
- National Sanitation Foundation certification for the quoted chemical.
- Chemical certificate of analysis for all chemicals.

7. Additional requirements may apply as defined in the material specification sheet.

1.4 SOLICITATION SCHEDULE

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	Friday, 08/02/2024 at 8:00am EST
Mandatory Pre-Bid Conference	N/A
Deadline for Questions	Monday, 08/12/2024 at 5:00pm EST
Bid Due Date and Time	Tuesday, 08/27/24 at 3:00pm EST
Award	September 2024

- Questions regarding this solicitation must be received in writing at the address above no later than August 12, 2024, at 5:00PM. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.org and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

- All responses must be received as described herein before **August 27, 2024,** by **3:00PM** local time in order to be considered.

- **All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

- The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the BUYER. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

- All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.org. Small Business Set Asides (i.e., Woman Owned, Minority, Veteran, Disadvantaged etc.) are encouraged to submit bid/proposals concerning this solicitation.

- The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

- The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

1.5 TERM

The initial term shall be effective for one fiscal year beginning on October 1, 2024, ending on September 30, 2025. The agreement may then be renewed annually by written agreement for up to three (3) subsequent one-year terms with a final expiration date of September 30, 2028.

1.6 PRICING

The Initial contract price shall remain fixed for a period of no less than 12 months from date of contract effective date. Following the initial 12-month period, the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

> Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the awarded bidder's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the awarded bidder's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The awarded Bidder's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12-month period will be without any upward price adjustment. The Buyer reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12-month period based on the downward movement of the appropriate index.

The awarded bidders' price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the awarded Bidder is prohibited.

1.7 ORDER QUANTITIES

There is no guarantee or minimum purchase associated with this solicitation. The participating BCPECP members reserve the right to place orders, and to increase or decrease order quantities as needed.

1.8 KNOWN LOCATIONS

Locations of member facilities are listed below. Additional facility locations may be added or amended by the BUYER by the issuance of a purchase order.

AGENCY NAME	DELIVERY ADDRESS
CITY OF COCOA	28400 S.R. 520, Christmas, FL 32709 375 N. Cocoa Blvd, Cocoa, FL 32922 *
BREVARD COUNTY	2262 High Drive, Mims, FL 32754 334 Egret Circle, Barefoot Bay, FL 32976 3205 Australian Way, Mims, FL32754 * 3710 Juanita Street, Cocoa, FL 32927 * 3630 N. Courtenay Pkwy, Merritt Island, FL 32953 * 10001 N. Wickham Road, Melbourne, FL 32940 * 2800 S. A1A Highway, Melbourne Beach, FL 32951 * 7773 Dottie Drive, Barefoot Bay, FL 32976 *
CITY OF CAPE CANAVERAL	601 Thurm Blvd, Cape Canaveral, FL 32920 *
CITY OF COCOA BEACH	1600 Minutemen Cswy, Cocoa Beach, FL 32931*
CITY OF PALM BAY	1105 Troutman Blvd, Palm Bay, FL 32907 Bldgs. F,H and I 1080 Troutman Blvd, Palm Bay, FL 32907 645 Nash Street, Palm Bay, FL 32907 2200 Sandy Pines, Palm Bay, FL 32907 250 Osmosis Drive, Palm Bay, FL 32907
CITY OF TITUSVILLE	2836 Garden Street, Titusville, FL 32796 1105 Buffalo Road, Titusville, FL 32796 * 4800 Deep Marsh Road, Titusville, FL 32870 *

SECTION 2 INSTRUCTIONS TO BIDDERS

2.1 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833, Ext. 8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.2 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is

responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.3 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda result in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum, shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.4 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.5 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.6 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.7 MANDATORY PRE-BID MEETING

There will be no Pre-Bid conference held for this project.

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2.8 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.9 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications, or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833, Ext. 8833
Email: purchasing@cocoafl.org

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communications will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to

the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.
G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,
H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.
I. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (407) 262-7700, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Thursday between 7:00 A.M. to 6:00 P.M., Local Time via phone at (321) 433-8833, Ext. 8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

3.1 BID SECURITY BOND – Not used

3.2 PERFORMANCE AND PAYMENT BONDS-Not Used

3.3 TIME FOR COMPLETION AND LIQUIDATED DAMAGES-Not Used

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.2 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.3 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) or Purchase Order and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the BUYER’s authorized representative and upon completion of the expressed and/or implied warranty periods.

4.4 SUPERVISION

The BUYER shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the BUYER, but solely to the Bidder, who, in turn, is responsible to the BUYER.

4.5 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the BUYER or be responsible for reimbursement of the difference to the BUYER for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the BUYER's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the BUYER. If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the BUYER for any damages caused by the Bidder's failure to perform as stated herein.

4.6 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.7 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard BUYER property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the BUYER. The BUYER may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.8 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the BUYER's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the BUYER shall have the right to rescind the purchase order and award the project to another Bidder.

4.9 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera; contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor together with his surety unconditionally guarantee all Contractor furnished materials, equipment and

workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the BUYER. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the BUYER, immediately upon written notice from the BUYER's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the BUYER, unless loss or damage results from negligence by the BUYER or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the BUYER, the BUYER may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the BUYER to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The BUYER specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the BUYER's best interest.

4.13 MATERIAL DEVIATIONS

The BUYER has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The BUYER may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to BUYER. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The BUYER is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016, and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the BUYER to perform the services herein; and
2. Upon request from the BUYER's custodian of public records, provide the BUYER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the BUYER; and
4. Upon completion of the Agreement, transfer, at no cost, to the BUYER all public records in possession of the Contractor or keep and maintain public records required by the BUYER to perform the services herein. If the Contractor transfers all public records to the BUYER upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the BUYER, upon request from the BUYER's custodian of public records, in a format compatible with the information technology systems of the BUYER.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the BUYER. Notwithstanding any other provision of this agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the BUYER. A Contractor who fails to provide the public records to the BUYER within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the BUYER, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER'S CUSTODIAN OF PUBLIC RECORDS.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The BUYER abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the BUYER, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 RESERVED

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment will be indicated on the BUYER's Purchase Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the BUYER concerning payment of an invoice, the BUYER Department, Office or Division which has the dispute along with a representative of the BUYER's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the BUYER such material and information as the BUYER may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the BUYER. Any decision by the Procurement Administrator shall constitute the final decision of the BUYER regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the BUYER.

4.21 MOST FAVORED CUSTOMER

The BUYER seeks and demands to be the most favored customer of each Bidder who does business with the BUYER. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the BUYER's under similar terms and conditions. The successful Bidder agrees to provide the BUYER discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The BUYER will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The BUYER shall request a price reduction from the date that the violation took place. The successful Bidder will owe the BUYER a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMNETAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The BUYER cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the BUYER.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the BUYER shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any

emergency that threatens public health and safety as determined by the BUYER. The Bidder agrees to rent/sell/lease all goods and services to the BUYER or governmental entities on a "first priority" basis. The BUYER expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the BUYER with products and/or services not under the awarded Agreement, the BUYER expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the BUYER and such determination shall be final and binding upon all bidders. The BUYER reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the BUYER, shall be the responsibility of the Bidder. The BUYER will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The BUYER does not pay State of Florida Sales Tax. The BUYER's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the BUYER. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the BUYER and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The BUYER recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the BUYER's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the BUYER in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the BUYER's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the BUYER's potential liability under state or federal law. The BUYER shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the BUYER is not 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 BUYER arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the BUYER may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the BUYER. As the best interests of the BUYER may require, the right is reserved

to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the BUYER has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the BUYER, and that the BUYER has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The BUYER also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The BUYER reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The BUYER also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The BUYER reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the BUYER reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the BUYER using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The BUYER recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the BUYER such variation does not appear to be justified given

bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the BUYER determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The BUYER reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event BUYER determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The BUYER reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD – NOT APPLICABLE

The BUYER reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the BUYER. The BUYER may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.org for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the BUYER reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the BUYER.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the BUYER upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa Purchasing Policy. Complete and submit, the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council

shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the BUYER and shall name the BUYER of Cocoa as a Certificate Holder/Additional Insured.
C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the BUYER in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the BUYER or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the BUYER, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the BUYER.

Bidders are advised that the BUYER will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The BUYER will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the BUYER.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the BUYER and all of the BUYER's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers,

agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the BUYER in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the BUYER as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the BUYER and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The BUYER reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In additions to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the BUYER.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the BUYER, or to sub-contract any of the work requirements to be performed, without prior written approval from the BUYER.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the BUYER as a result of work performed while under contract shall be considered the property of the BUYER and may be used in any fashion the BUYER deems appropriate. The BUYER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the BUYER issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the BUYER's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 Tie Bids

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

SECTION 5 CHEMICAL SPECIFICATIONS

5.1 QUICKLIME

1. GENERAL

    - Quicklime to be purchased under this specification shall conform to AWWA specification B202-93 (or to the latest revision) as modified herein.
    - Quicklime shall be certified to conform with ANSI/NSF60 standard for drinking water treatment chemicals.

2. TYPE

    - Quicklime shall be suitable for use in treating a potable water supply.
    - Quicklime shall be quick slaking, freshly burnt.
    - Quicklime shall be of domestic manufacture.

3. SIZE

    - 3/8" Pebble
        - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

    - Optional 3/4" Pebble
        - None shall be retained on a 1" screen and not more than 5% shall pass a No.100 U.S. standard sieve.
    - 1/2" X 1/8” Rice
        - None shall be retained on a 3/4" screen and not more than 5% shall pass a No.100 U.S. standard sieve.

4. SLAKING RATE

    - Temperature rise after three (3) minutes or less, slaking time shall be 40C. Reaction will be complete within ten (10) minutes. Test shall be conducted as specified in Section 5.4 of AWWA Standard B202-93, or latest revision.

5. CALCIUM OXIDE CONTENT

    - Calcium Oxide content shall contain a minimum of 92% free lime (available calcium oxide) as determined by section 5.4 AWWA Standard B202-93, or latest revision.

6. RESIDUE AFTER SLAKING

- Residue shall not be more than 4% by weight on 100 mesh sieve. Test shall be conducted as follows:

- 100 grams of gross sample, crushed to pass on a U.S. No.8 sieve, are to be weighed on a Torsion Balance and added to 325 ml. of warm (100 - 120 F.) water in a 600 ml. beaker and stirred vigorously until slaking ceases. After standing for at least 10 minutes, to ensure completion of all reaction, the contents are to be transferred with the aid of a stream of water, to a 100-mesh sieve and the screen and contents washed thoroughly with a spray until all lime slurry has passed through the sieve. The residue on the sieve is transferred to a small (150 ml.) beaker and after decanting off any excess water, is dried. When dry, the material shall be weighed. This weight is calculated to a % residue on 100 mesh.

7. IMPURITIES

- Lime shall contain no silica rock, mineral, or organic substances in quantities capable of producing deleterious or injurious effects upon the health of those consuming the treated water or cause mechanical failure to slaking equipment.

8. SHIPMENTS

- DESTINATION
  Locations listed in announcement or by purchase order.

- DELIVERY
  To be made in bulk form by pneumatic unloading trailer truck in 25-ton minimum shipments or as required by law. To be discharged into the 250-ton storage bin as designated by the BUYER. Pneumatic equipment shall be satisfactory for unloading into bins with discharge approximately 54 feet above ramp level. The fill line is 4" in diameter and is provided with a 4" cap with standard Cam-Lock fittings. The contractor shall provide necessary fittings for and accessories for connection to the fill line. Contractor shall properly clear fill lines on completion of each load and leave area clean.

9. BASIS FOR ADJUSTMENT OR REJECTION

- The BUYER reserves the right to reject, at the supplier's expense, any shipment, which fails to meet these specifications.

- If the material has been unloaded and placed in BUYER's storage bins prior to obtaining final test results, the supplier shall reimburse the BUYER at the following rate schedule if the material fails to meet the 92% minimum available Calcium Oxide:

	% Available Calcium Oxide	Deduct $
ii.	91.99% - 91.50%	$75.00
iii.	91.49% - 91.00%	$100.00
iv.	90.99% - 89.50%	$200.00

- Notice of dissatisfaction with a shipment, because of failure to meet the requirements of this specification, will be furnished within 10-days after receipt of the shipment at the point of destination. The results of the purchasers' test shall prevail unless the consignor notifies the purchaser within 5-

days of the notice of the complaint, that they desire a re-test. Upon receipt of the request for a re-test the purchaser will secure the services of an independent testing laboratory and the results of the test by the independent laboratory shall be binding on both parties. The laboratory fee covering any such analysis will be paid by the BUYER if the results pass specifications, or by the supplier if the test fails.

10. EVIDENCE THAT MATERIAL MEETS SPECIFICATIONS

- Bidder must submit copies of Certified Analysis with each shipment of quicklime. Analysis shall show the percentage of CaO and insoluble material.

11. ACCEPTANCE OF MATERIAL

- The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the BUYER and must comply with the terms herein and be fully in accord with specifications of the highest quality. In the event the material supplied to the BUYER is found to be defective or does not conform to specifications, the BUYER reserves the right to cancel the order upon written notice to the seller and return product to seller at seller's expense.

12. CERTIFICATION

i. The Bidder shall supply certification that the product supplied under this contract meets the requirements of NSF Standard 60 and is suitable for use in treatment of drinking water.

13. SAFETY AND TRAINING

The supplier shall provide a Safety Data Sheet (SDS) with initial delivery. The supplier shall also provide two (2) one-hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of Quicklime, characteristics of Quicklime, spill clean up, and safe handling of Quicklime.

5.2 SODA ASH

This Soda Ash (Grade26) for this bid shall comply with the requirements of the Safe Drinking Water Act and federal requirement for potable water.
Vendor is to supply and deliver bulk quantities to the BUYER, 260 Soda Ash that is NSF/ANSI 60 certified.

1. The Soda Ash supplied shall be a dry, white powder containing no large lumps or crystals. It shall be free-flowing and suitable for storage in closed, hoppered bins and for feeding with a standard dry feeder.
2. The material, as delivered, shall contain not less than 99 percent by weight, of sodium carbonate (Na2CO3), or a sodium oxide (Na2O) equivalent of not less than 57.9 preset.
3. The Soda Ash supplied in accordance with this standard shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming a water that has been treated properly with soda ash.
4. Product Certification: The material is a direct additive used in the treatment of potable water. This material should be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI 60. Certification shall be accomplished by a certification organization accredited by the American National Standards Institute.
5. If the material delivered to the purchaser does not meet the chemical, physical, safety, or security requirements of this standard, a notice of nonconformance shall be provided by the purchaser to the supplier within 10 days after receipt of the shipment at the point of destination. Material not complying with the requirements may be rejected. Replacement and retesting shall be accomplished in accordance with the purchasing documents.
6. Each shipment of material shall be identified as to product, grade, net weight, name and address of the manufacturer, and brand name. All markings on bulk shipment shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA).
7. A continuous chain of custody shall be maintained between the manufacturer and the purchaser during storage and shipment if so, specified by the purchaser.
8. Supplier must make the delivery within 168 hours of soda ash order.

5.3 ANHYDROUS AMMONIA

1. TYPE
    - Anhydrous ammonia is intended for treatment of potable water, in accordance with ANSI/AWWA specification B305-06 or latest revision.

2. DESTINATION
    - Locations listed in the announcement or by purchase order.

3. DELIVERIES
    - Delivery shall be made in bulk form by tank truck in shipments as ordered by the BUYER . The supplier shall supply the tanks for storage of anhydrous ammonia and maintain the storage facility according to industry standards, including replacing valve, fittings and other appurtenances necessary for a safe operation. It will be the responsibility of the ammonia suppler to connect to the storage tanks to the existing supply lines.

4. EMERGENCY DELIVERIES
    - The supplier must be able to provide an emergency delivery of 1000 gallons within a 24-hour period, upon the request of the BUYER.

5. TANKS
    a. Storage tanks be supplied by the ammonia contractor and shall be 1000 gallon capacity and hold approximately 4600 pounds of anhydrous ammonia each. The tanks shall be delivered painted white and contain all Hazardous Materials Identification System labeling, safety labels or placards.

    b. The tanks shall horizontal and constructed in accordance with the A.S.M.E. Code for unfired pressure vessels (Section VIII), suitable for anhydrous ammonia. Each tank shall be inspected, tested and stamped by inspector qualified by the National Board of Boiler and Pressure Vessel Inspectors. All fittings shall be forged steel schedule 80, non-malleable type. Unions shall be of the ground joint type. All piping shall be inspected and tested for leaks after assembly. All gauges shall be suitable for ammonia use.

    c. Each tank shall contain the following:
        i. One (1) liquid fill valve assembly suitable for a hose connection from a USSAC tank truck to the valve opening. This assembly shall include an excess flow valve.
        ii. One (1) pressure equalizing valve used for filling from the tank truck to the tank more efficiently. The pressure equalizing valve assembly shall include an excess flow valve.
        iii. One (1) vapor outlet valve shall be used to connect to the BUYER's piping.
        iv. One (1) shut off valve
        v. One (1) fixed level gauge and one (1) pressure gauge serve as vapor pressure within the
        vi. tank and used to ensure the tank are not filled above the 87% of volume as per CGA and
        vii. ASA Standards. The fixed level gauge shall be a dip tube that projects downward
        viii. inside the tank to the 87% level.
        ix. One (1) pressure gauge
        x. One (1) dual relief valve

xi. One (1) liquid level float gauge
xii. One (1) liquid outlet valve located on the bottom of the tank

d. The tanks shall have the approximate dimensions 16.5 feet in length and 3.5 feet in diameter. The tanks shall have a metal base attached to the bottom of each tank suitable to support the tanks when full.

e. The ammonia supplier shall provide a lease agreement for the storage tanks effective through the terms of this agreement.

6. SAFETY AND TRAINING
   - The supplier shall provide a Material Safety Data Sheet with each delivery. The supplier shall also provide two one-hour safety training seminars each year of this agreement. The safety training seminars will be held at the BUYER's location. Training shall include, but not limited to, the hazards of ammonia, characteristics of ammonia, emergency response, leak repairs and proper handling of ammonia.

7. TANK INSTALLATION
   - During the change out of the existing ammonia storage tanks, the ammonia supplier shall take every effort available to keep the ammonia feed system operational. If there may be an interruption of ammonia feed to the BUYER's system during the tank change over, the ammonia supplier may be required to provide temporary storage tanks. Temporary storage tanks shall meet all of the requirements stated in this specification. Interruptions longer than a few minutes are not permitted. The supplier shall coordinate the tank changeover with the BUYER.

5.4 HYDROFLUOSILICIC ACID

1. TYPE
    - Hydrofluosilicic Acid is intended for treatment of potable water.

2. DESTINATION
    - Locations listed in the announcement or by purchase order.

3. DELIVERIES
    - Delivery shall be made in bulk form by a tank truck in shipments of approximately 3500 - 4000 gallons each. Annual quantities of hydrofluosilicic acid will be approximately 175 tons. The supplier shall provide necessary hose connections to off load from the tank truck to the BUYER's bulk storage tank. It will be responsibility of the supplier to make all connections from the tank truck to the bulk storage tank. The supplier shall be responsible to clean any leaks or spills as a result of the off loading process.

4. PHYSICAL REQUIREMENTS
    - The supplier shall deliver hydrofluosilicic acid in accordance with AWWA Standard B703-06 or latest revision. The hydrofluosilicic acid shall be clean and free of suspended matter. Color shall be water white to straw yellow. Straw yellow color shall be determined as material with a maximum of 100 units in accordance with method 2120B, visual comparison method, as indicated in Standard Methods for Examination of Water and Wastewater.

5. PERCENT CONCENTRATION
    - The hydrofluosilicic acid shall contain between 20 and 30 percent available fluoride ion by weight. The supplier shall provide an analysis with each shipment that indicates the percentage. Shipments of less than 20 percent may be rejected by the BUYER and any or all freight charges will be the supplier's responsibility.

6. IMPURITIES
    - The hydrofluosilicic acid shall contain no mineral or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with hydrofluosilicic acid.

7. CERTIFICATION
    - The supplier shall provide certification in accordance with NSF Standard 60 that the hydrofluosilicic acid supplied meets this standard and is suitable for contact with drinking water.

8. SAFETY AND TRAINING
    - The supplier shall provide a Material Safety Data Sheet (MSDS) with each delivery. The supplier shall also provide two (2) one hour training seminars each year of this agreement. The safety training seminars will be held at the BUYER's facility. Training shall include, but not limited to, the hazards of hydrofluosilicic acid, characteristics of hydrofluosilicic acid, emergency response, leak repairs, proper handling and proper disposal of hydrofluosilicic acid.

5.5 CARBON DIOXIDE

Material shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water.

The Carbon Dioxide shall be colorless, odorless, nonflammable gas, weighing 1.977 g/L at 0 degrees Celsius. The Carbon Dioxide shall be suitable for use in the treatment of potable water and shall have a CO2 content of 99.5% by weight.

The Carbon Dioxide supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water that has been properly treated with the chemical. The Carbon Dioxide suppled shall meet NSF/ANSI 60 Specifications.

Each Shipment shall be identified as to product, grade, net weight, name and address of the manufacturer and the brand name. All bulk shipments shall conform to applicable laws and regulations, including requirements established by the US Occupational Safety and Health Administration (OSHA) and US Department of Transportation.

5.6 FERRIC SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

2. **PRODUCT**

   a. The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The liquid Ferric Sulfate shall be supplied as an aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.

   b. The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification. The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

   c. The Liquid Ferric Sulfate shall have the following chemical properties;

      Ferrous Iron……..0.1% max
      Free Acid (as % H2SO4)…….0.25% max
      % Insoluble…….0.1% max

   d. The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

      Arsenic……1 mg/kg
      Cadmium……..0.5 mg/kg
      Chromium……10 mg/kg
      Lead……..1.0 mg/kg
      Mercury……0.2 mg/kg
      Selenium……2 mg/kg
      Silver……10 mg/kg
      Nitrites (as N)……..75 mg/kg
      Total Organic Carbon.20 mg/kg
      Nickel……..40 mg/kg
      Beryllium……1.0 mg/kg
      Thallium……10.0 mg/kg
      Total Nitrate and Nitrite (as N)……150 mg/kg
      Copper…….5 mg/kg
      Zinc…….15 mg/kg
      Manganese……..120 mg/kg
      Barium……. 10 mg/kg
      Chloride……..100 mg/kg
      Fluoride……60 mg/kg
      Titanium……...50 mg/kg
      Nitrates (as N)……..75 mg/kg
      Sodium…….1000 mg/kg
      Molybdenum……10 mg/kg
      Antimony……1.0 mg/kg
      Cyanide……...1.0 mg/kg

e. The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the BUYER, the bidder shall immediately take the necessary steps to remove or reduce the contaminant levels of its material to levels of satisfactory to the BUYER. The BUYER reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the BUYER.

f. The Bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c and 2d.

3. **QUALITY CONTROL AND TESTING**
   a. Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
   b. It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the BUYER. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in the possession of the bidder at the time of delivery.
   c. It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87 or latest revision. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the BUYER'S destination. OBJ

6. **PURCHASE AND DELIVERY** –

   a. Delivery shall be prepaid, FOB to the BUYER'S destination.

   b. Deliveries shall be made between 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.

   c. The BUYER shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the BUYER'S storage tanks.

d. Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the BUYER. Shipping of Liquid Ferric Sulfate shall be by tank truck.

7. **QUALIFICATION OF BIDDERS** - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the BUYER and must be actively engaged in the sale of Liquid Ferric Sulfate. The authorized distributors must be supplying at least five (5) United States municipalities with Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required three (3) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

8. **EMERGENCY PLAN OF ACTION AND SAFETY TRAINING**

a) The successful bidder shall provide, in writing an emergency contingency plan with appropriate telephone contacts, for the BUYER to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.

b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24-hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill of leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seg. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-To-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the BUYER harmless for any failure to properly report and/or comply with this provision.

c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operations/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

9. **DELIVERY SUBMITTAL** - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

10. **TECHNICAL ASSISTANCE** - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the BUYER. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the BUYER.

5.7 LIQUID OXYGEN

1. **GENERAL**

Contractor shall maintain a twenty-four (24) hour emergency telephone number, be able to respond by telephone within thirty (30) minutes in case of emergency and arrive on site within six (6) hours of notification of emergency. Prior to the initial delivery of liquid oxygen at the BUYER Facility, a knowledgeable representative of the Contractor shall visit the site with a representative from the BUYER inspect the storage facilities and to review the Contractor's unloading procedures. The Contractor will provide the BUYER with written documentation of the inspection detailing any deficiencies found.

The Contractor's representative shall be a managerial level employee, with authority over operations and transportation within the Contractor organization.

2. **STANDARDS**

The Liquid Oxygen (LOX) delivered to the BUYER shall be of a quality conforming to applicable regulations of the United States Department of Transportation and State of Florida Department of Transportation for nonflammable compressed or liquefied gases. LOX provided shall be in accordance with the following standards:

a. **NSF/ANSI 60 & 61** - LOX shall be certified as suitable for contact with or treatment of drinking water by an accredited certification organization in accordance with NSF/ANSI 60, Drinking Water Treatment chemicals-Health Effects and NSF/ANSI 61, Drinking Water System Components-Health Effects
b. LOX shall comply with **ANSI/AWWA B304-8**, Liquid Oxygen for Ozone Generation for Water, Wastewater and Reclaimed Water Systems, with the exception of the hydrocarbon content. LOX deliveries shall have total hydrocarbon content (as methane) of 25ppm (v/v) or less at the time of delivery.
c. LOX shall also conform to the following qualities.
    - Total Oxygen Concentration > 99.5% by weight
    - Dew point Temperature < -80F
    - Total Hydrocarbons < 25 PPM
    - Water < 1 PPM
    - Argon < 4000 PPM
    - Nitrogen < 500 PPM
    - Carbon Dioxide < 10 PPM
    - Carbon Monoxide < 0.5 PPM

d. Notes:
    - Definitions, interpretations, and analytical methods shall be stated in the current edition of "Commodity Specification for Oxygen", **CGA G-4.3**, **(or the most current edition).**
    - These specifications shall apply to each delivery or shipment of LOX to the BUYER under this contract.
    - These specifications are considered as the minimum acceptable for proper operation of the ozone generating equipment being installed and are primarily

defined by the manufacturer of the equipment. The Contractor is expected to deliver LOX suitable for this intended application, using his experience and prudent practice.

- For each load delivered, the Contractor shall supply a Certificate of Conformance documenting the purity of the lot of chemical being delivered. It shall also document that it is NSF 60 certified.

3. **DELIVERY DRIVER REQUIREMENTS**

a. Deliveries and product handling shall comply with all applicable Federal, State and local government regulations.

b. Delivery times shall be scheduled in advance, between the hours of 7:00 A.M. and 3:00 P.M. Monday through Friday. **Contractor shall call to notify the ordering location twenty-four (24) hours prior to delivery.**

c. At each delivery of liquid oxygen, the Contractor shall visually inspect all tank connections and tank integrity for leaks to verify the unloading and storage systems are suitable and safe to accept liquid oxygen. The Contractor shall also verify the connections and piping, and check for leaks from the LOX tanks to the evaporators. Any issues or concerns shall be reported to the plant operator immediately and prior to unloading the chemical.

d. The BUYER's security procedures require that each delivery driver and tanker be properly identified and authenticated prior to entry to any Facility. Drivers shall have in their possession the appropriate driver's license and a valid company ID. Upon arrival, both shall be presented to authorized security forces and or BUYER employees. Failure to do so will result in refusal of the shipment. The BUYER reserves the right to inspect and/or search any delivery vehicle attempting to enter the premises.

e. Delivery drivers shall comply with any special instructions given upon arrival and shall maintain a pleasant, professional demeanor while visiting the facility. Failure to do so will result in removal from the facility. The driver shall deliver a ticket or lading bill, to the plant operator, upon completion of the delivery.

f. A level II background check, as specified, shall be performed by the Contractor for all staff making deliveries to the BUYER prior to the first time they deliver chemical to the site. Background check results shall be provided to the designated BUYER supervisory employee for review and approval of Contractor personnel to access BUYER's property. All costs for background checks shall be the Contractor's responsibility

- LEVEL I (Past 5 years)
  1. Identification Verification
  2. Selective Service Status (registered/unregistered)
  3. FDLE Automated Criminal Record - Not performed when ordering a LEVEL II check
  4. Clerk of Courts by County of Residence
  5. Employment Verification

6. DMV by State of residence
7. Military Service Verification
8. Professional License & Certification Check

- LEVEL II (Past 10 years)
  1. All of those checks contained in a LEVEL I, except FDLE Automated Criminal Record,
  2. with the addition of the following:
  3. Fingerprint Check
  4. Credit/Fraud Check
  5. The Contractor shall provide access to their site for evaluation of their safety program
  6. before contract award, and at times deemed necessary at the discretion of the BUYER's
  7. representative.

4. **SERVICE AGREEMENT**

Once per quarter, the Contractor's authorized and trained personnel shall perform checks and maintenance on the equipment specified herein. Checks shall consist of visiting the service site and performing the equipment checks and inspections listed. The plant maintenance coordinator shall be notified of all repairs needed and shall authorize repairs in advance.

The Contractor shall provide a service agreement that, at a minimum, includes the following:

5. **Equipment Inspection and Repair**

a. Liquid Oxygen Tank (1 each):
   - Inspect thermocouple tube, jacket safety O-rings, rupture disc, inner vessel safety valve, line safety valves and regulators for leakage and proper functioning. eplace as necessary.
   - Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace s necessary.
   - Inspect system gauges, indicators and transmitters. Calibrate or replace as needed.
   - Test operation of all automatic and manual valves. Repair or replace as needed.

b. Vaporizers (2 each):
   - Observe vaporizer operation. Inspect vaporizer units for signs of corrosion, damage or leaks. Repair as necessary.

c. Associated Piping and Valves:
   - Inspect piping, flanges, gaskets, fittings, and valves for leaks. Repair or replace as necessary.

The Contractor shall make repairs including replacement of parts and components to the above listed equipment only after approval by the BUYER.

The Contractor shall warranty all repairs against defective materials and workmanship for a minimum of six months after completion of the work.

5.8 AMMONIUM SULFATE

1. Ammonium Sulfate 39-41%
2. Delivery time within 72HRS of order of placement.
3. The Liquid Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard ANSI/AWWA B300, Liquid Ammonium Sulfate, except as modified or supplemented herein. Non-conformance with ANSI/AWWA B300 shall constitute sufficient grounds for immediate termination of the Ammonium Sulfate contract for breach.
4. Ammonium Sulfate shall be tested and certified as meeting ANSI/NSF Standard 60, Drinking Water Treatment Chemicals - Health Effects by an American National Standards Institute (ANSI) accredited 3rd party certification organization.
5. Ammonium Sulfate shall conform to the latest revision of the American Water Works Association Standard.
6. All sampling and testing shall be conducted in accordance with all AWWA/ANSI and ASTM specifications.
7. Ammonium Sulfate shall contain greater than or equal to 39-41% by weight.
8. The Contractor(s) shall provide a Bill of Lading/Weigh Slip with each delivery indicating the following:
    A. Date of delivery,
    B. Bill of Lading/Weigh Slip Number
    C. Gross weight of delivery vehicle and Liquid Ammonium Sulfate in gallons,
    D. Tare weight of delivery vehicle in gallons.
    E. Net weight of Liquid Ammonium Sulfate in the delivery vehicle in gallons.
    F. Number of gallons
9. The Contractor(s) is expected to comply with reasonable requests for emergency deliveries.
10. Failure of the Contractor(s) to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

5.9 WISPROFLOC – N- STARCH

1. **GENERAL** – The material to be provided shall be Wisprofloc – N –(Starch) or equal, approved by BUYER, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF), standard 60. The bidder shall provide proof that the Wisprofloc –N provided is approved for potable water treatment and meets the National Sanitation Foundation Standard 60.

2. **DESTINATION** – Listed in the announcement

3. **DELIVERY** – Delivery shall be prepaid FOB to the BUYER'S destination. All deliveries are to be made in truck load quantities of approximately four (4) tons each. All shipments are to be containerized in multi-ply heavy duty bags, placed on pallets. No bulk shipments will be accepted. Deliveries shall be made between 7:00 a.m. and 3:00p.m. on normal working days (Monday through Friday) or as otherwise approved by the BUYER. The BUYER shall have sole discretion as to when deliveries are to be received.

4. **QUANTITIES** – Approximately 40 tons (more or less) of Wisprofloc – N shall be provided under the bid. The quantity specified is to be used for cost estimating purposes only and the BUYER reserves the right to increase or decrease quantities shown without penalty.

5. **NOTE** – All shipments shall be received at the BUYER's facility within ten (10) working days after the order has been requested.

6. **OFF LOADING** – All shipments will be off-loaded by the BUYER with a forklift. Truck driver shall move pallets to the edge of the truck with pallet jack or some other device. The BUYER will only remove the pallets from the back of the truck. BUYER employees will not move pallets on or inside the truck.

7. **EMERGENCY DELIVERIES** – The bidder shall maintain in the stock and be able to deliver within 24 hours, upon request by the BUYER, an emergency delivery of Wisprofloc –N. Emergency deliveries will be 2000 pounds of Wisprofloc-N or the balance of a full order.

8. **BID PRICES** – The price quoted shall be firm for one year and based on a per ton Basis of Wisprofloc-N, delivered FOB to the BUYER'S destination.

5.10 LIQUID ALUMINUM SULFATE

1. **GENERAL** - The material to be provided shall be Liquid Aluminum Sulfate, CAS 10043-01-3 48.5%, commercial grade.
2. **DESTINATION** – Listed in the announcement.
3. **DELIVERY** -
    a. Delivery shall be prepaid FOB to the BUYER'S destination.
    b. Length of hose required is approximately 20 feet from the truck to the fill port on the tank. The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
    c. Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays.
    d. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemicals in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.
4. **QUANTITIES** - Bulk deliveries will be approximately 1, 000 to 1,500 gallons to the Destination listed in the announcement. Minimum order/delivery will be 1,000 gallons.
5. **NOTE** –
    a. Alum tank has an overflow line at the 2,000 gallon level and cannot be filled beyond this level without overflowing into the retention basin.
    b. A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.
    c. Each shipment shall carry with it some means of identification. The following shall be legibly marked on each package, drum, or container of bulk shipment:
        i. Contents: Aluminum Sulfate
        ii. Net weight
        iii. Name of manufacturer
        iv. Brand name, if any
6. **SPILLS** – The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.
7. **MATERIAL SAFETY DATA SHEETS** – The successful bidder must provide Material Safety Data Sheets on the product.

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	1-Submittal Acknowledgement
	2-Addendum Acknowledgement
	3-Bid Form
	4-Exceptions/Deviations Form
	5-References
	6-Statement of Bidder's Qualifications
	7-Insurance Requirements
	8-Certificate of Non-Segregated Facilities
	9-Drug-Free Workplace
	10-Conflict of Interest and Non-Collusion
	11-Organizational Info
	12-Subcontractor Participation
	13-Truth-in-Negotiations
	14-Scrutinized Companies
	15- E-Verify Affidavit (including screenshot from website showing active account)
	16-Federally Required Contract Clauses for FEMA Grantees and Subgrantees
	17-Proof of Florida Registration (if required)
	18-Professional License(s) (if required)
	19-W9
	20-Proof of Insurance
	21-Executed Service Agreement (Attachment 1)
	22-Solicitation Label affixed to envelope
	23-USB drive with electronic copy of submittal

1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

2 BID FORM

Proposal of _____
(Name)

_____
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Specification Section	Description	Unit	Unit Cost	Minimum Order Quantity for Delivery
5.01	Quick Lime 3/8”	TON	$	
	Quick Lime 3/4"	TON		
	Quick Lime 1/2" x 1/8” Rice	TON	$	
5.02	Soda Ash	TON	$	
5.03	Anhydrous Ammonia	TON	$	
5.04	Hydrofluosilicic Acid	TON	$	
5.05	Carbon dioxide	TON	$	
5.06	Ferric Sulfate	GAL	$	
5.07	Liquid Oxygen	LB	$	
5.08	Ammonium Sulfate	GAL	$	
5.09	Wisprofloc – N Starch	TON	$	
5.10	Liquid Aluminum Sulfate	GAL	$	

THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   - **a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   - **b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:
The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order**.

4. The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

4 REFERENCES

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

Business Name	
Address	
Telephone Number	
Contact Person	

5 STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder:_____

B. Permanent main office address:_____

C. When organized (Month/Year): _____, 19_____

D. If a corporation, where incorporate (State): _____

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years)_____

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

Contract Name	Amount of Contract	Anticipated Completion Dates

G. General character of work performed by your company._____
_____
_____
_____
_____
_____

H. Have you ever failed to complete any work awarded to you? Yes ☐ No ☐ If yes, please specify where and why:_____
_____
_____
_____

I.

Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

_____
_____
_____
_____

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed

K. List your major equipment: _____

_____
_____
_____
_____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

6 INSURANCE REQUIREMENTS

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
   1. The name of the insured Contractor,
   2. The specified job by name and job number,
   3. The name of the insurer,
   4. The number of the policy,

5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

7 Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

8 Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

9 Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

10 Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

11 Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

12 Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

13 Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name:

_____

Mailing Address:

_____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ FEIN: _____Authorized

Signatory Printed Name

_____ _____

Title Date

14 E-Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

15 FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA GRANTEES AND SUBGRANTEES

1. ***Equal Employment Opportunity***

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~**5.** Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:
(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights* -~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS AGREEMENT AS IF SET FORTH ABOVE

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

16 Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-25-01-BCPEPC**

TITLE: **WATER AND WASTEWATER TREATMENT CHEMICALS**

SOLICITATION DUE DATE: 08/27/2024 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTACHMENT 1
SERVICE AGREEMENT

EXHIBIT B
Bidder Response

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

From: Ricardo Colon
Sent on: Tuesday, September 8, 2026 3:23:14 PM
To: Diane Kozlak
CC: KWSNA Bids; Tina Harmon
Subject: RE: B-25-01-BCPEPC-F Ferric Sulfate

Good afternoon Diane,

I hope you are doing well.

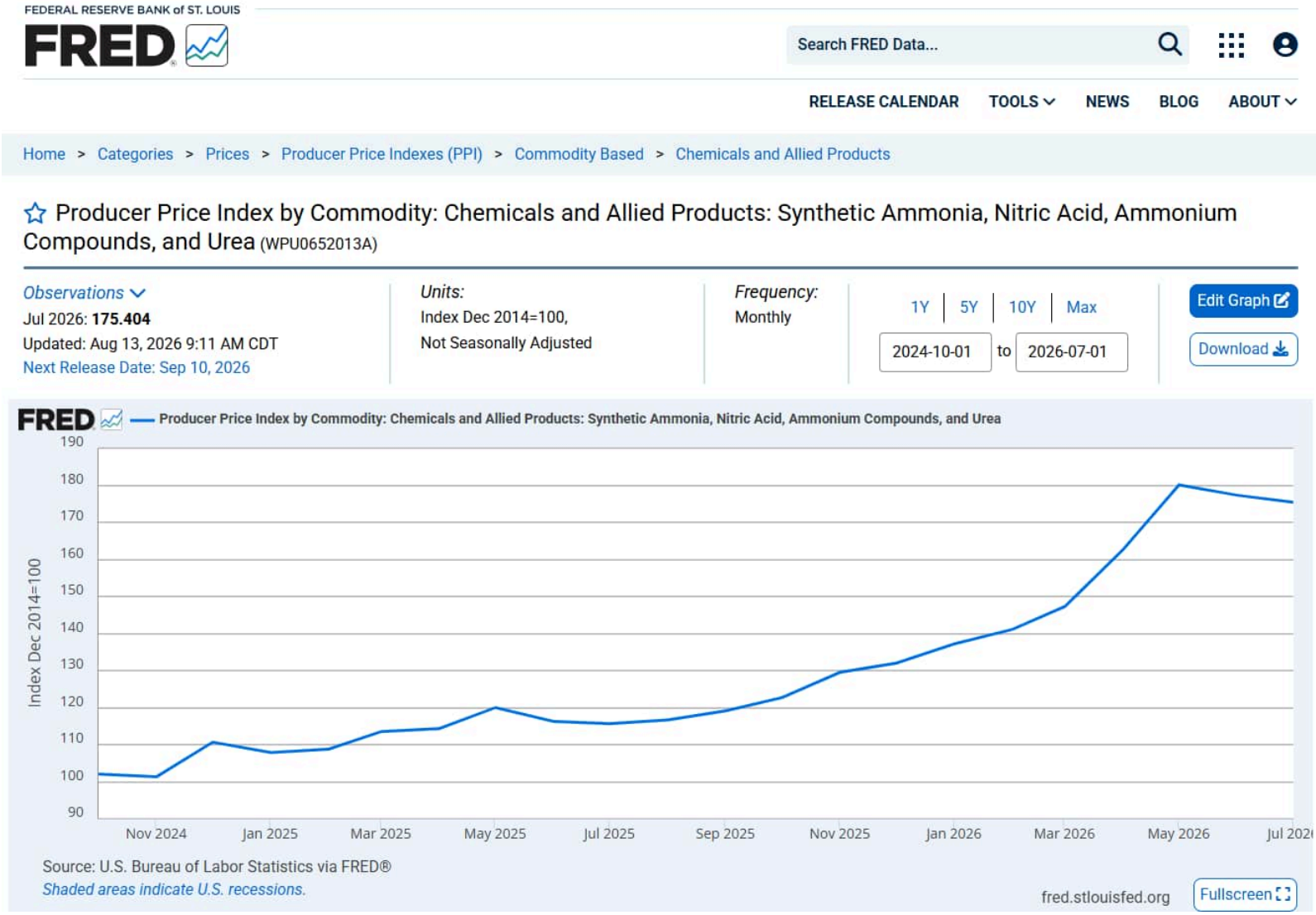
After reviewing the contract's pricing provisions and the applicable PPI index, we noted that the index has increased by approximately 72% since we submitted our bid in 2024. As you can appreciate, this has significantly impacted the cost of manufacturing and supplying the product. Despite these market pressures, we have worked diligently to limit the impact on our customers and have absorbed a substantial portion of the increased costs. Our goal remains to provide a reliable supply of high-quality product while maintaining a fair and sustainable pricing structure.

With that in mind, we respectfully request an adjustment to the new proposed contract price to **$2.25 per gallon**, which is equivalent to **$2,348.97 per ton of Fe^{3+}**. This represents a 34.73% increase, which is considerably lower than the increase reflected in the PPI index over the same period.

We value our partnership and remain committed to supporting your operations with dependable service and product quality. This proposed adjustment reflects our best effort to balance the significant rise in market costs while continuing to offer the most competitive pricing possible.

Thank you for your consideration. Please let me know if you need any additional information or supporting documentation regarding the PPI adjustment.

Below is a screenshot of the PPI index for your reference:



Kind regards,

RICARDO COLON

SR. ACCOUNT MANAGER
URBAN WATER, US
KEMIRA WATER SOLUTIONS, INC

mobile 561-371-9948

Ricardo.colon@kemira.com

316 Bartow Municipal Airport
Bartow, FL 33830, USA

RESPONSE COVER PAGE

COMPANY NAME	Kemira Water Solutions, Inc.
ADDRESS	4321 W. 6th St. Lawrence, KS 66049
PRIMARY CONTACT	Christina M. Imbrogno
TELEPHONE #	(785) 842-7424
EMAIL ADDRESS	Kwsna.bids@kemira.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
X	1-Submittal Acknowledgement
X	2-Addendum Acknowledgement
X	3-Bid Form
X	4-Exceptions/Deviations Form
X	5-References
X	6-Statement of Bidder's Qualifications
X	7-Insurance Requirements
X	8-Certificate of Non-Segregated Facilities
X	9-Drug-Free Workplace
X	10-Conflict of Interest and Non-Collusion
X	11-Organizational Info
X	12-Subcontractor Participation
X	13-Truth-in-Negotiations
X	14-Scrutinized Companies
X	15- E-Verify Affidavit (including screenshot from website showing active account)
X	16-Federally Required Contract Clauses for FEMA Grantees and Subgrantees
X	17-Proof of Florida Registration (if required)
N/A	18-Professional License(s) (if required)
X	19-W9
X	20-Proof of Insurance
X	21-Executed Service Agreement (Attachment 1)
X	22-Solicitation Label affixed to envelope
X	23-USB drive with electronic copy of submittal

1 SUBMITTAL ACKNOWLEDGEMENT

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each, or leave blank if none):

Addendum No. 1 Dated: 8/13/2024

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION AND CERTIFIES THAT INFORMATION AS PROVIDED HEREIN, IS TRUTHFUL, AND CORRECT AT THE TIME OF SUBMISSION.

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785)842-7424 **Email:** Kwsna.bids@kemira.com

[signature] 8/13/2024

Authorized Signature **Date**

Christina M. Imbrogno Commercial Support Manager

Name **Title**

STATE OF Kansas
COUNTY OF Douglas

The foregoing instrument was executed before me this 23 day of August, 2024, by Christina M. Imbrogno as Commercial Support Manager of Kemira Water Solutions, Inc. ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Brittany Ashton Jarvis
NOTARY PUBLIC, State of Kansas

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2024

2 BID FORM

Proposal of Kemira Water Solutions, Inc.
(Name)
4321 W. 6th St.
Lawrence, KS 66049
(Address)

to furnish all materials, service, equipment, and labor required for the supply of Water and Wastewater Treatment Chemicals as indicated in the bid documents.

Bidders:
The undersigned Bidder has carefully examined the Contract Documents and is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials and labor required. The undersigned agrees to do all of the work called for by said plans and specifications, in the manner prescribed therein, in accordance with the Contract Documents, for the prices stated in the spaces herein provided.

Specification Section	Description	Unit	Unit Cost	Minimum Order Quantity for Delivery
5.01	Quick Lime 3/8"	TON	$ NO BID	
	Quick Lime 3/4"	TON	NO BID	
	Quick Lime 1/2" x 1/8" Rice	TON	$ NO BID	
5.02	Soda Ash	TON	$ NO BID	
5.03	Anhydrous Ammonia	TON	$ NO BID	
5.04	Hydrofluosilicic Acid	TON	$ NO BID	
5.05	Carbon dioxide	TON	$ NO BID	
5.06	Ferric Sulfate	~~GAL~~ WETTON	$ 279.50	full truckload 48,000 - 50,000 lbs
5.07	Liquid Oxygen	LB	$ NO BID	
5.08	Ammonium Sulfate	GAL	$ NO BID	
5.09	Wisprofloc – N Starch	TON	$ NO BID	
5.10	Liquid Aluminum Sulfate	GAL	$ NO BID	

THE UNDERSIGNED ALSO AGREES AS FOLLOWS:

1. TERMINATION FOR DEFAULT:
   - **a.** The performance of work under this agreement may be terminated by the City, in whole or in part, in writing, whenever the City shall determine that the Contractor has failed to meet performance requirements of this Agreement.
   - **b.** The City has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.
   - **c.** Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the City or failure to make replacements of rejected articles or work when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles or work of comparable grade to replace the articles or Work rejected, not delivered, not completed. On all such purchases, the Contractor or his surety shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of the Agreement prices.
   - **d.** Such purchases shall be deducted from Agreement quantities. Should public necessity demand it, the City reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City. The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the requesting departments Director that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the Contractor.

2. FAMILIARITY WITH THE WORK:
   The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

3. FOB POINT/CHEMICAL QUANTITIES BY PARTICIPATING ENTITY
   All chemicals shall be FOB Destination (Delivery Point) Cost for delivery and unloading are to be included in the bid price. Brevard County Public Entity Purchasing Cooperative **members or other participating entities will provide locations and quantities by issuance of a purchase order**.

4. The **Buyer** reserves the right to increase or decrease these estimated quantities as needed.

5. Contract is for period from October 1, 2024, through September 30, 2025. Contract is renewable for three (3) consecutive twelve (12) month periods, with an option to negotiate rates in accordance with section 1.06 of this Invitation to Bid , not to exceed three (3) consecutive years, at the approval of both parties and contingent on funds and approval by the Cocoa City Council and participating BCPEPC member governing Councils/Commissions.

6. Any deviation(s) from the specifications must be so indicated on the EXCEPTIONS TO SPECIFICATIONS form.

7. The City shall receive shipments as required on an as needed basis throughout the year.

8. POTENTIAL BIDDERS ARE FREE TO BID ON ANY OR ALL ITEMS REFLECTED IN THE BID FORM. ITEMS THAT ARE NOT BID SHOULD BE MARKED N/B OR LEFT BLANK.

Company Name:	Kemira Water Solutions, Inc.
Address:	4321 W. 6th St. Lawrence, KS 66049
Telephone:	(785) 842-7424 **Email:** Kwsna.bids@kemira.com
	8/23/2024
Authorized Signature	**Date**
Christina M. Imbrogno	Commercial Support Manager
Name	**Title**

3 EXCEPTIONS TO SPECIFICATIONS/DIVIATIONS OR CLARIFICATIONS

Volumes were indicated as 1200 tons which we interpreted to be wet tons per the addendum.
$279.50 per wet ton equivalent to $2150.00 per dry ton of iron and $1.88 per gallon

4 REFERENCES

Bidder shall submit as a part of the bid package, three (3) work references. The Bidder must include name of the business, address, contact person, and telephone number. This list of references must be of similar nature and size preferably governmental/Municipalities.

Business Name	City of Melbourne, FL WTP
Address	6055 Lake Washington Road, Melbourne, FL 32934
Telephone Number	(321) 255-4622
Contact Person	David Ptraves

Business Name	City of West Palm Beach WTP
Address	1009 Banyan Boulevard, West Palm Beach, FL 3341
Telephone Number	(561) 822-2207
Contact Person	Lester Galloway

Business Name	City of Tampa WTP
Address	7125 N. 30th Street, Tampa, FL 33610
Telephone Number	(813) 231-5243
Contact Person	Paul Noeske

5 STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of Bidder: Kemira Water Solutions, Inc.

B. Permanent main office address: Corporate office: 200 Galleria Parkway, Suite 1500, Atlanta, GA 30339

C. When organized (Month/Year): July 11, ~~19~~ 2000

D. If a corporation, where incorporate (State): Delaware

E. How many years have you been engaged in the contracting business under your present firm or trade name? (Years) 17.5 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) We have hundreds of current contracts; the following is a list of contracts/references similar in size and scope

Contract Name	Amount of Contract	Anticipated Completion Dates
City of ~~Melbourne~~ Tampa, FL	$5,000,000.00	May 7, 2025
City of West Palm Beach, FL	$675,000.00	June 3, 2027
City of ~~Tampa~~ Melbourne, FL	$1,890,000.00	December 31, 2024

G. General character of work performed by your company.

Manufacture and deliver water and wastewater treatment chemicals

H. Have you ever failed to complete any work awarded to you? Yes [ ] No [ ] If yes, please specify where and why:

No

I.

Have you ever defaulted on a contract? Yes ☐ No ☐ If yes, please specify where and why

NO

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.

Project Name	Approximate Cost	Month Completed	Year Completed
Same as section F.			

K. List your major equipment: Not applicable

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any Information requested by the City of Cocoa in verification of the recitals comprising this Statement of Bidder's Qualifications.

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785)842-7424 **Email:** Kwsna.bids@kemira.com

Christina M. Imbrogno
Authorized Signature

8/23/2024
Date

Christina M. Imbrogno
Name

Commercial Support Manager
Title

6 INSURANCE REQUIREMENTS

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
   1. The name of the insured Contractor,
   2. The specified job by name and job number,
   3. The name of the insurer,
   4. The number of the policy,

5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

AFFIANT SIGNATURE

Christina M. Imbrogno

Typed Name of AFFIANT

Commercial Support Manager

Title

The foregoing instrument was executed before me this 23 day of August, 2024 by Christina M. Imbrogno as Commercial Support Manager of Kemira Water Solutions, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2024

NOTARY PUBLIC Brittany Ashton Jarvis
STATE OF Kansas
MY COMMISSION EXPIRES: 12/23/2024

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

7 Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name:	Kemira Water Solutions, Inc.		
Address:	4321 W. 6th St Lawrence, KS 66049		
Telephone:	(785) 842-7424	**Email:**	Kwsna.bids@kemira.com
		8/23/2024	
Authorized Signature		**Date**	
Christina M. Imbrogno		Commercial Support Manager	
Name		**Title**	

8 Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name:	Kemira Water Solutions, Inc.
Address:	4321 W. 6th St. Lawrence, KS 66049
Telephone:	(785) 842-7424 **Email:** Kwsna.bids@kemira.com
[signature]	8/23/2024
Authorized Signature	**Date**
Christina M. Imbrogno	Commercial Support Manager
Name	**Title**

9 Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Kemira Water Solutions, Inc. whose business address is [Name of entity submitting sworn statement] and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3657872 of the individual signing this sworn statement: Christina M. Imbrogno.

4321 W. 6th St
Lawrence, KS 66049

My name is Christina M. Imbrogno and my relationship to the above entity is Commercial Support Manager.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-25-01-BCPEPC for Water and Wastewater Treatment Chemicals Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785) 842-7424 **Email:** Kwsna.bids@kemira.com

Authorized Signature — 8/23/2024 Date

Christina M. Imbrogno — Commercial Support Manager

Name — Title

STATE OF Kansas
COUNTY OF Douglas

The foregoing instrument was executed before me this 23 day of August, 2024 by Christina M. Imbrogno as Commercial Support Manager for Kemira Water Solutions, Inc. ____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Brittany Ashton Jarvis
NOTARY PUBLIC, State of Kansas

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2024

10 Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)

State of Incorporation	Delaware
Principal Place of Business (Enter Address)	200 Galleria Parkway (Corporate office) Suite 1500 Atlanta, GA 30339
Federal I.D Number	59-3657872

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785) 842-7424 **Email:** Kwsna.bids@kemira.com

Christina M. Imbrogno — **Authorized Signature**

8/23/2024 — **Date**

Christina M. Imbrogno — **Name**

Commercial Support Manager — **Title**

KEMIRA WATER SOLUTIONS, INC.

CERTIFICATE OF THE SECRETARY

As of July 27, 2023

The undersigned, Susan B. Radcliffe, hereby certifies that she is the duly elected, qualified and acting Vice President and Secretary of Kemira Water Solutions, Inc., a Delaware corporation (the "***Corporation***"), and the undersigned hereby further certifies that:

1. As of the date hereof, the persons named below are the duly elected and qualified officers of the Corporation holding the offices set forth opposite their respective names:

Officers	Title
Michael Cavallero	President
Paul Kimberling	Vice President, Finance & Accounting, Americas
Manuel Moreau	Vice President, Manufacturing and Logistics, Coag, I&W, NA
Kelly Forrester	Vice President, Supply Chain Management, Americas
Michael Clark	Vice President, R&D and Technology, Americas
Jackie Whitehead	Director, Human Resources, Americas
Kasthuri Ramkumar	Treasurer
Jeremy Buttram	Assistant Treasurer
Susan B. Radcliffe	Vice President & Secretary
Adisty Wilson	Assistant Secretary

2. Attached hereto as Exhibit A is a true and correct copy from the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of Annual Meeting, dated September 1, 2022, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

3. Attached hereto as Exhibit B is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting, dated February 1, 2023, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

4. Attached hereto as Exhibit C is a true and correct copy of the resolutions adopted by the Board of Directors of the Corporation by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, dated May 1, 2023, which resolutions have not been in any way amended, modified, revoked or rescinded since their adoption and remain in full force and effect as of the date hereof.

[*Signature page follows*]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the Secretary as of the date first written above.

Susan B. Radcliffe
Vice President and Secretary

EXHIBIT A

Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Annual Meeting, dated September 1, 2022

Removal and Appointment of Officers

RESOLVED, that all of the officers appointed by the Board prior to the date hereof is hereby removed from their respective offices;

FURTHER RESOLVED, that the following named persons be, and hereby are, elected to the offices of the Corporation opposite their respective names, each to serve until his/her successor is duly elected and qualified or his/her earlier resignation or removal:

Name	Title
Michael Cavallero	President
Paul Kimberling	Vice President, Finance & Accounting, Americas
Manuel Moreau	Vice President, Manufacturing and Logistics, Coag, I&W
Kelly Forrester	Vice President, Supply Chain Management, Americas
Michael Clark	Vice President, R&D and Technology, Americas
Jackie Whitehead	Director, Human Resources, Americas
Kasthuri Ramkumar	Treasurer
Susan B. Radcliffe	Vice President & Secretary
Robert L. Turner, IV	Assistant Secretary

Signature Authority

FURTHER RESOLVED, that effective as of the date hereof, **Christina Imbrogno** ("***Imbrogno***") and **Gayla Walker** ("***Walker***") as authorized persons, are hereby authorized, empowered and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation product bids and product contracts for the sale of inorganic coagulants to municipal customers and advanced water treatment customers for the Industry and Water Segment, excluding industrial customers for oil and gas applications.

EXHIBIT B

Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of a Special Meeting, dated February 1, 2023

Appointment of Officer

RESOLVED, that effective as of February 1, 2023, Jeremy Buttram ("Buttram") be, and hereby is appointed as Assistant Treasurer of the Corporation to serve until his successor is duly elected and qualified or his earlier resignation or removal; and

EXHIBIT C

Resolutions adopted by Unanimous Written Consent of the Board of Directors in Lieu of Special Meeting, dated May 1, 2023

Resignation

NOW, THEREFORE, BE IT RESOLVED, that effective as of May 4, 2023, the resignation of Turner as Assistant Secretary of the Corporation is hereby accepted;

Appointment of Officers

FURTHER RESOLVED, that effective as of May 8, 2023, Adisty Wilson ("**Wilson**") be, and hereby is, appointed as Assistant Secretary of the Corporation to serve until her successor is duly appointed and qualified or until her earlier resignation or removal;

11 Proposed Schedule of Subcontractor Participation

☐ No Subcontracting (of any kind) will be utilized on this project.		Total Project Amount: $	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
59-3690716	KC Industries Trucking (863)425-1195 2420 old Highway 60 (863)425-5003 Mulberry, FL 33860	Product delivery	50%
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			50%
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			0%

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785) 842-7424 **Email:** Kwsna.bids@kemira.com

Authorized Signature — 8/23/2024 — Date

Kristina M. Imbrogno — Commercial Support Manager

Name — Title

12 Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785)842-7424 **Email:**

Authorized Signature — **Authorized Signature**

8/23/2024 — **Date**

Christina M. Imbrogno — **Name**

Commercial Support Manager — **Title**

STATE OF Kansas
COUNTY OF Douglas

The foregoing instrument was executed before me this 23 day of August, 2024 by Christina M. Imbrogno as Commercial Support Manager of Kemira Water Solutions, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Brittany Ashton Jarvis
NOTARY PUBLIC, State of Kansas

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2024

13 Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Bidder/Contractor Name: Kemira Water Solutions, Inc.

Mailing Address: 4321 W. 6th St.
Lawrence, KS 66049

Telephone Number: (785) 842-7404 Fax Number: (785)842-2629 E-mail Address: Kwsna.bids@kemira.com

Signatory

Christina M. Imbrogno
Printed Name

FEIN: 59-3657872 Authorized

Commercial Support Manager
Title

8/23/2024
Date

14 E-Verify Contractor Affidavit

I hereby certify that Kemira Water Solutions, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Kemira Water Solutions, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785)842-7424 **Email:** Kwsna.bids@kemira.com

Authorized Signature — Date

Christina M. Imbrogno — Commercial Support Manager

Name — Title

STATE OF Kansas
COUNTY OF Douglas

The foregoing instrument was executed before me this 23 day of August, 2024 by Christina M. Imbrogno as Commercial Support Manager of Kemira Water Solutions, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Brittany Ashton Jarvis
NOTARY PUBLIC, State of Kansas

Brittany Ashton Jarvis
Notary Public State of Kansas
My Appt Expires 12/23/2024

An official website of the United States government Here's how you know

E-Verify Home Cases Reports Resources Rebecca Lyons

Welcome back, Rebecca!

Here is what is happening in Kemira Water Solutions's account today

0

Cases to be Closed

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Company ID Number: 1746667

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Kemira Water Solutions (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1746667

Approved by:

Employer Kemira Water Solutions	
Name (Please Type or Print) Shani A Matthews	Title
Signature Electronically Signed	Date 10/08/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/08/2021

Company ID Number: 1746667

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Kemira Water Solutions
Company Facility Address	1000 Parkwood Circle. SE Suite 500 ATLANTA, GA 30339
Company Alternate Address	
County or Parish	COBB
Employer Identification Number	593657872
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	12 site(s)

Company ID Number: 1746667

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CA	4
FL	2
IN	1
MD	2
MO	1
WA	2

Company ID Number: 1746667

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jackie Whitehead
Phone Number	6788194553
Fax	
Email	jackie.whitehead@kemira.com

Name	Sherita Pittman
Phone Number	6788194535
Fax	
Email	sherita.pittman@kemira.com

Name	Shani A Matthews
Phone Number	6788194564
Fax	
Email	shani.matthews@kemira.com

This list represents the first 20 Program Administrators listed for this company.

15 FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA GRANTEES AND SUBGRANTEES

1. *Equal Employment Opportunity*

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

~~5. Rights to Inventions Made Under a Contract or Agreement~~ **Not Applicable**

~~Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable~~

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in

FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

i. This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:
   a. Are *not used* as a substantial or essential component of any system; *and*
   b. Are *not used* as critical technology of any system.
2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Access to Records

The following access to records requirements apply to this contract:
(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Kemira Water Solutions, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. ~~*Copyright and Data Rights*~~ ***Not applicable***

~~The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.~~

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS AGREEMENT AS IF SET FORTH ABOVE

Company Name: Kemira Water Solutions, Inc.

Address: 4321 W. 6th St. Lawrence, KS 66049

Telephone: (785)842-7424 **Email:** Kwsna.bids@kemira.com



Authorized Signature

8/23/2024

Date

Christina M. Imbrogno

Name

Commercial Support Manager

Title



Detail by FEI/EIN Number

Foreign Profit Corporation
KEMIRA WATER SOLUTIONS, INC.

Filing Information

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Event Date Filed	12/27/2006
Event Effective Date	12/31/2006

Principal Address

200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Changed: 04/09/2024

Mailing Address

200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Changed: 04/09/2024

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 04/29/2009

Address Changed: 04/29/2009

Officer/Director Detail

Name & Address

Title VP

Kimberling, Paul B.
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title VP

Clark, Michael
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Suite 1500
Atlanta, GA 30339

Title Treasurer

Ramkumar, Kasthuri
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title Director

Cavallero, Michael
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title President

Cavallero, Michael
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title Assistant Treasurer

Buttram, Jeremy
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title Assistant Secretary

Wilson, Adisty
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title VP

Forrester, Kelly
200 Galleria Parkway
Suite 1500

Atlanta, GA 30339

Title Director

Moreau, Manuel
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title Director

Forrester, Kelly
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title Vice President & Secretary

Radcliffe, Susan B.
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title VP

Moreau, Manuel
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Title Director

Whitehead, Jackie
200 Galleria Parkway
Suite 1500
Atlanta, GA 30339

Annual Reports

Report Year	Filed Date
2022	03/30/2022
2023	03/01/2023
2024	04/09/2024

Document Images

04/09/2024 -- ANNUAL REPORT	View image in PDF format
03/01/2023 -- ANNUAL REPORT	View image in PDF format
03/30/2022 -- ANNUAL REPORT	View image in PDF format
04/23/2021 -- ANNUAL REPORT	View image in PDF format
05/28/2020 -- ANNUAL REPORT	View image in PDF format
03/21/2019 -- ANNUAL REPORT	View image in PDF format

04/06/2018 -- ANNUAL REPORT	View image in PDF format
04/14/2017 -- ANNUAL REPORT	View image in PDF format
04/05/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
04/15/2014 -- ANNUAL REPORT	View image in PDF format
05/03/2013 -- ANNUAL REPORT	View image in PDF format
03/27/2012 -- ANNUAL REPORT	View image in PDF format
02/21/2011 -- ANNUAL REPORT	View image in PDF format
03/01/2010 -- ANNUAL REPORT	View image in PDF format
04/29/2009 -- Reg. Agent Change	View image in PDF format
04/20/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
07/05/2007 -- ANNUAL REPORT	View image in PDF format
12/27/2006 -- Merger	View image in PDF format
10/03/2006 -- Name Change	View image in PDF format
05/01/2006 -- ANNUAL REPORT	View image in PDF format
03/28/2005 -- ANNUAL REPORT	View image in PDF format
08/18/2004 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Kemira Water Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
200 Galleria Parkway, Suite 1500

Requester's name and address (optional)

6 City, state, and ZIP code
Atlanta, GA 30339

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 6 5 7 8 7 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 02/19/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED Kemira Water Solutions, Inc. 200 Galleria Parkway, Suite 1500 Atlanta, GA 30339	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Company — 23035 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W34470388 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Blanket Additional Insured X Blanket Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB2-651-289679-014	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 100,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Excess Auto Liability			TL2-651-289679-034	06/01/2024	06/01/2025	Each Occurrence Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 26309277 BATCH: 3581597

CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY) 5/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1459370 KEMIRA WATER SOLUTIONS, INC. 200 GALLERIA PARKWAY SUITE 1500 ATLANTA GA 30339	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : National Union Fire Ins Co Pitts. PA — 19445 INSURER B : Insurance Company of the State of PA — 19429 INSURER C : New Hampshire Insurance Company — 23841 INSURER D : Travelers Property Casualty Company of America — 25674 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 16136146 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] COMP/COLL DED - $1,000	N	N	CA3493648	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE [ ]	$ XXXXXXX $ XXXXXXX $ XXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC014220478 WC014220479 (CA)	6/1/2024 6/1/2024	6/1/2025 6/1/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	LEASED OR RENTED EQUIPMENT	N	N	QT-660-5G424012	6/1/2024	6/1/2025	$250,000 LIMIT; $2,500 DED	

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

CERTIFICATE HOLDER

16136146
PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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16 Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-25-01-BCPEPC**

TITLE: **WATER AND WASTEWATER TREATMENT CHEMICALS**

SOLICITATION DUE DATE: 08/27/2024 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTACHMENT 1
SERVICE AGREEMENT

CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

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SERVICE AGREEMENT
B-25-01-BCPEPC-___

WATER AND WASTEWATER TREATMENT CHEMICALS

THIS AGREEMENT ("Agreement") is made the _____ day of _____, 2024, by and between the City of Cocoa, headquartered at 65 Stone Street, Cocoa, FL, 32922, hereinafter referred to as "BUYER," and Kemira Water Solutions, Inc. with its principal place of business located at 200 Galleria Parkway, Suite 1500, Atlanta, GA 30339, hereinafter referred to as "SERVICE PROVIDER."

RECITALS:

WHEREAS, BUYER is a municipal corporation existing under the State of Florida, and in the conduct of its business, desires to obtain all materials, service, equipment, and labor required for the delivery of certain chemicals as are necessary to treat potable water and wastewater; and

WHEREAS, SERVICE PROVIDER is an active for-profit corporation, existing under the laws of the State of Florida, experienced in the foregoing and agrees to perform these services for the BUYER under the terms and conditions set forth in this Agreement; and

WHEREAS, SERVICE PROVIDER and BUYER are hereby bound by the terms and conditions of this Agreement. BUYER and SERVICE PROVIDER are hereby also bound by the terms and conditions of the Invitation to Bid ITB B-25-01-BCPEPC, attached hereto as **Exhibit "A"** and incorporated by reference; and by the SERVICE PROVIDER's Response, attached hereto as **Exhibit "B"** and incorporated by reference; and

WHEREAS, SERVICE PROVIDER comply with Federal, State, and local regulations regarding the transportation and delivery of hazardous chemicals; and

WHEREAS, BUYER shall not be held responsible for violations of any federal, state, or local regulations that occur related to the transportation and delivery of hazardous chemicals by SERVICE PROVIDER.

WHEREAS, the Contract will provide that Brevard County Public Entity Purchasing Cooperative members or any state and local governmental entities may make purchases at prices indicated in the Contract.

NOW, THEREFORE, in consideration of the mutual premises set forth in this Agreement, it is agreed by and between BUYER and SERVICE PROVIDER as follows:

SECTION ONE
NATURE OF WORK

SERVICE PROVIDER will provide services related to the transportation and delivery of chemicals for water and wastewater treatment, as are described in **Exhibits "A,"** and **"B"** attached hereto and incorporated herein by this reference, generally referred to as "Services" herein. SERVICE PROVIDER shall ensure that the chemicals provided to BUYER meets the quality and purity standards outlined. Providing chemicals that do not meet applicable quality and purity standards shall be considered a material breach. Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement, including a City of Cocoa Business Tax Receipt (unless SERVICE PROVIDER is otherwise exempt from the payment of the City's business taxes). The SERVICE PROVIDER shall immediately notify the BUYER in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the BUYER that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices. SERVICE PROVIDER shall ensure compliance with all applicable safety standards and with all federal, state, and local regulations related to the handling, transportation, and delivery of Carbon Dioxide.

SECTION TWO
PLACE OF WORK

SERVICE PROVIDER agrees to come to the locations described in **Exhibit "A"**, or such other places as reasonably designated by the BUYER, to perform the Services as necessary. SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the BUYER's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the BUYER as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. BUYER or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

SECTION THREE
TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and BUYER will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the intent and purpose of this Agreement. SERVICE PROVIDER shall be required provide and deliver chemicals for the Term of this Agreement pursuant to the relevant provisions of **Exhibit "B,"** attached hereto and incorporated by reference. The chemicals that SERVICE PROVIDER has agreed to supply to BUYER shall be delivered on an as-needed basis to BUYER. Deliveries are FOB to the BUYER's destination. When Services are required, BUYER shall submit an order to SERVICE PROVIDER. Generally, deliveries should be made between the hours of 7:00 a.m. and 3:00 p.m. on normal working days (Monday through Friday), or as otherwise provided by the BUYER. BUYER shall have sole discretion as to when deliveries are to be received. Unless otherwise agreed to at the time an order is placed, SERVICE PROVIDER is to make deliveries within three days (72 hours, including weekends and holidays) of the BUYER operations staff placing an order. SERVICE PROVIDER shall comply with delivery procedures, safety requirements, and documentation requirements as are set forth in **Exhibit "B."** All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the BUYER apprised of the status of work as reasonably requested by the BUYER. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without BUYERs prior written consent.

SECTION FOUR
PAYMENT

SERVICE PROVIDER will be compensated as set forth in SERVICE PROVIDER'S Bid Price Schedule, which is found in **Exhibit "B"** SERVICE PROVIDER'S Response to ITB B-25-01-BCPEPC. Pursuant to **Exhibit "A,"** delivery shall be FOB to the BUYER's destination. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes. All Services provided to the BUYER must be described upon the Service Provider's invoice with sufficient clarity for the BUYER to easily identify and confirm the Services having been provided. All invoice entries shall clearly indicate the type of Service rendered, identify the SERVICE PROVIDER's employee who rendered such Service, and note the appropriate charge and hourly rate, if applicable. If upon the request of the BUYER, SERVICE PROVIDER agrees to perform additional services hereunder, the BUYER shall pay SERVICE PROVIDER for the performance of such additional services an additional amount (in addition to all other amounts payable under this Agreement) based on a mutually agreed upon addendum to

this Agreement providing for such additional fee and services, executed by the parties to this Agreement. The BUYER shall not be responsible for the payment of any additional services provided by SERVICE PROVIDER unless the description of said services has been set forth in the aforementioned addendum and the addendum has been approved by the BUYER in accordance with the BUYER's purchasing policies and procedures.

SECTION FIVE
TERM

The term shall commence on October 1, 2024. ("Commencement Date"). The initial term of the Agreement shall be for one (1) year with the option to extend for three (3) additional one (1) year periods. The BUYER's may exercise a renewal option, subject to SERVICE PROVIDER'S agreement to the renewal, by providing the SERVICE PROVIDER with at least thirty (30) days written notice in advance of the anniversary of the Commencement Date. Renewals shall be made upon mutual agreement of the Parties and upon the same terms described herein.

The pricing shall remain fixed for the initial term. Following the initial termm the fixed prices may be adjusted upward or downward on a yearly basis based on changes to the following price index:

Producer Price Index (PPI), Chemicals and Allied Products-Synthetic Ammonia, Nitric Acid and Ammonium Compounds, Not Seasonally Adjusted. Series ID: WPU0652013A.

It is the SERVICE PROVIDER's responsibility to request any pricing adjustments under this provision. Pricing adjustments will be considered yearly on the contract effective date. For any adjustment to be considered, the SERVICE PROVIDER's request for adjustment should be submitted to the BUYER's Purchasing Division, no less than 90 calendar days prior to the anniversary date. The SERVICE PROVIDER's adjustment request may not be in excess of the relevant documented pricing index.

Any adjustment request received after 90 calendar days from the anniversary date may not be considered. If no adjustment request is received from the awarded bidder, the Buyer will assume that the awarded bidder has agreed that the next 12 month period will be without any upward price adjustment. The BUYER reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The Buyer reserves the right to apply any reduction in pricing for the next 12 month period based on the downward movement of the appropriate index.

The SERVICE PROVIDER's price is inclusive of all costs, charges, and fees involved in providing the specified products. Additional charges of any kind added to the invoice submitted by the SERVICE PROVIDER is prohibited.

SECTION SIX
STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the BUYER for any purpose.

SECTION SEVEN
INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which BUYER, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of BUYER, or its agents, elected or appointed officials, employees, or representatives.

For purposes of this indemnification only, SERVICE PROVIDER shall indemnify the BUYER for claims made by the employees of SERVICE PROVIDER, and SERVICE PROVIDER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the BUYER, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the BUYER in connection with any such infringement, copyright, trademark or other intellectual property right claims.

This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such

time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

SECTION EIGHT
TERMINATION

Notwithstanding Section Five, the BUYER may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, BUYER shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to BUYER prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the BUYER, the BUYER shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the BUYER any pre-paid fees for Services not delivered to the BUYER's satisfaction by SERVICE PROVIDER.

SECTION NINE
PUBLIC RECORDS

A. Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the BUYER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the BUYER, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the BUYER or the SERVICE PROVIDER. If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the BUYER's designated custodian of public records. 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 SERVICE PROVIDER be open and freely exhibited to the BUYER

for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BUYER's CUSTODIAN OF PUBLIC RECORDS.

SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the BUYER to perform the services as agreed to herein. SERVICE PROVIDER shall provide the BUYER, upon request from the BUYER, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the BUYER, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the BUYER. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and

all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

B. All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.

C. The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

D. Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications

SECTION TEN
INSURANCE

During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

a. The SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

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

c. The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

d. THE SERVICE PROVIDER shall maintain Pollution Liability Insurance coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the Services being performed pursuant to this Agreement, in the minimum amount of $1,000,000 per occurrence and $2,000,000 per general aggregate.

All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. **The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.**

SECTION ELEVEN
NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
Purchasing Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:

COMPANY NAME: Kemira Water Solutions, Inc.
ADDRESS: 4321 W. 6th St.
Lawrence, KS 66049

ATTENTION Christina M. Imbrogno Kwsna.bids@kemira.com

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

SECTION TWELVE

E-VERIFY

1. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

2. Subcontractors

(i) SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

3. SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

4. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

SECTION THIRTEEN
MISCELLANEOUS

1. As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

2. Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

3. This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof

may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

4. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

5. Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

6. This Agreement may be amended, extended, or renewed only with the written approval of the parties. There shall be no modification of this agreement without a writing.

7. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement, save for the representations which are attached to this Agreement as Exhibits. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

8. CITY and SERVICE PROVIDER 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.

9. The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any

claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

10. The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

11. SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

12. Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

13. SERVICE PROVIDER 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 and the incorporated Exhibits. SERVICE PROVIDER shall also secure and maintain any and all permits and licenses required to complete this agreement. SERVICE PROVIDER shall comply with all safety regulations outlined in **Exhibit "B."** SERVICE PROVIDER shall ensure, as provided in **Exhibit "B,"** that all Material Safety Data Sheet (MSDS) documentation is appropriately furnished to CITY in compliance with Chapter 442, Florida Statutes. SERVICE PROVIDER shall ensure compliance with all federal, state, and local laws, related to the delivery, transportation, and handling of the chemical or chemicals which SERVICE PROVIDER is providing to CITY.

14. In the event that the chemicals provided by SERVICE PROVIDER to CITY should spill, leak, or otherwise breach containment during delivery or transport, SERVICE PROVIDER shall be responsible for cleanup. SERVICE PROVIDER shall comply with all applicable federal, state,

and local regulations related to the cleanup of the provided chemicals. Cleanup services shall be provided at no additional cost to CITY.

15. SERVICE PROVIDER shall agree to provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of its product, as applicable. SERVICE PROVIDER shall provide this assistance at no charge to the CITY. SERVICE PROVIDER shall provide technical research and reports as requested by the Water Department at no additional cost to CITY.

16. This Agreement is subject to the annual appropriations of funds by the City Council. The CITY has a right to cancel this contract for fiscal non-funding.

17. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, 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.

18. SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

19. SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be

published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

20. By signing this Agreement, Service Provider certifies that it and its principals:

    A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

    B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local)transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

    C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.

    D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

    Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

21. In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

    A. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;

    B. This Agreement;

    C. Exhibits to this Agreement.

    Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

22. At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

23. The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

24. No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

Printed Name: Christina M. Imbrogno

Title: Commercial Support Manager

Date: 08/23/2024

CITY OF COCOA:

Stockton Whitten, City Manager

Date: _____

ATTEST:

Monica Arsenault, City Clerk, CMC

EXHIBIT A
Invitation to Bid B-25-01-BCPEPC

EXHIBIT B
Bidder Response

kemira

Where water meets chemistry™

The Americas Quality Lab
Analytical Report

To: Tina Imbrogno
Tina.Imbrogno@kemira.com
Date Reported: 8/19/2024
Sample Description: PIX-317 Ferric Sulfate
Sample Date: 5/4/2024
Sample ID: 1224 04 0034

Parameter	Result	Unit	Method	Reporting Limit		Analyst	Date
Ferric Iron	13.05	%	KWS QL 3311	0.05	%	MK	5/13/24
Ferrous Iron	0.12	%	KWS QL 3312	0.05	%	NH	6/5/24
Free Acid as H_2SO_4	<0.05	%	KWS QL 3210	0.05	%	NH	7/3/24
Insoluble Solids	<0.005	%	KWS QL 3410	0.005	%	JD	8/15/24
Chloride	<50	mg/kg	KWS QL N002*	50	mg/kg	CP	8/16/24
Arsenic	<0.70	mg/kg	KWS QL 3513	0.70	mg/kg	CP	6/4/24
Cadmium	<0.30	mg/kg	KWS QL 3513	0.30	mg/kg	CP	6/4/24
Chromium	2.39	mg/kg	KWS QL 3513	0.06	mg/kg	CP	6/4/24
Copper	<0.30	mg/kg	KWS QL 3513	0.30	mg/kg	CP	6/4/24
Lead	<1.4	mg/kg	KWS QL 3513	1.4	mg/kg	CP	6/4/24
Mercury	<0.19	mg/kg	KWS QL 3513	0.19	mg/kg	CP	6/13/24
Selenium	<0.60	mg/kg	KWS QL 3513	0.60	mg/kg	CP	6/4/24
Silver	<0.15	mg/kg	KWS QL 3513	0.15	mg/kg	CP	6/4/24
Nickel	23.3	mg/kg	KWS QL 3513	0.06	mg/kg	CP	6/4/24
Beryllium	0.060	mg/kg	KWS QL 3513	0.04	mg/kg	CP	6/4/24
Thallium	<0.27	mg/kg	KWS QL 3513	0.27	mg/kg	CP	6/4/24
Zinc	1.06	mg/kg	KWS QL 3513	0.34	mg/kg	CP	6/4/24
Manganese	52.8	mg/kg	KWS QL 3513	0.02	mg/kg	CP	6/4/24
Barium	0.438	mg/kg	KWS QL 3513	0.08	mg/kg	CP	6/4/24
Titanium	94.6	mg/kg	KWS QL 3513	0.06	mg/kg	CP	6/4/24
Sodium	15.6	mg/kg	KWS QL 3513	0.80	mg/kg	CP	6/4/24
Molybdenum	<0.55	mg/kg	KWS QL 3513	0.55	mg/kg	CP	6/4/24
Antimony	<1.1	mg/kg	KWS QL 3513	1.1	mg/kg	CP	6/4/24

*Chloride not on the Scope of Accreditation

Certified by: _____
Carly Petrusha, Chemist

ACCREDITED
Certificate # 3889.01

This report is not to be reproduced except in full, without written approval
Results were obtained from and are applicable to the sample as received at the laboratory.

Sample Condition upon Receipt: Intact

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, August 23, 2024** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D317&

NSF/ANSI/CAN 60
Drinking Water Treatment Chemicals - Health Effects

Kemira Water Solutions, Inc.
1000 Parkwood Circle
Suite 500
Atlanta, GA 30334
United States
888-KEMIRON
863-533-5990
Visit this company's website (http://www.kemira.com)

Facility : Fontana, CA

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Bartow, FL

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600 mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : East Chicago, IN

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Baltimore, MD

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : St. Louis, MO

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Euclid, OH

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Spokane, WA

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Varennes, Quebec, Canada

Ferric Sulfate

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-317	Coagulation & Flocculation	600mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Number of matching Manufacturers is 1

Number of matching Products is 8

Processing time was 0 seconds

Kemira PIX-317 is manufactured by Kemira Water Solutions, Inc.

Raw material supplier information is proprietary information. Kemira has long term contracts for the major raw materials in order for surety of supply of finished goods to the City for the expected volume and length of the contract.

Docusign Envelope ID: A7719B23-209B-8099-823D-CD1E6DF9689D

Procurement and Budget Division
65 Stone Street, Cocoa, FL 32922
Email: dkozlak@cocoafl.gov

CITY OF COCOA

2nd AMENDMENT TO SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals:

Quick Lime 3/8", ¾" and ½" x 1/8" Rice

CONTRACT NO. B-25-01-BCPEPC-A

This SECOND Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Quicklime is made between the City of Cocoa and Carmeuse Lime and Stone, Inc. 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222.

The agreement entered on September 10, 2024, is hereby amended to renew for the second renewal option for twelve (12) additional months at the rate of $597.06/ per ton for Quick Lime 3/8", ¾" and 1/2" x 1/8" Rice (Minimum order Quantity for Delivery of 20 Tons) with terms, and conditions commencing on October 1, 2026, and terminating on September 30, 2027.

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HUMAN TRAFFICKING COMPLIANCE: As a condition of this Agreement, the Contractor shall attest under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. Pursuant to Section 787.06(13), Florida Statutes, the City is prohibited from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

CARMEUSE LIME AND STONE INC.

By: JONATHAN BRIGHT
(Name Printed)

SR. VP - ADMINISTRATION
(Title)

8/21/26
Signature Date

Signed by:
ATTESTED BY: Andrew Fluder
138A508EBA02430...
ANDREW FLUDER
VP - SALES & MARKETING

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Procurement and Budget Manager

CITY OF COCOA

By: Stockton E. Whitten
(Name Printed)

City Manager
(Title)

9/11/2026
Signature Date

ATTESTED BY:
Signature/Title

City of Cocoa SEAL FLORIDA

Serving our community with P.R.I.D.E!

Stay Connected

Procurement and Budget Division
65 Stone Street, Cocoa, FL 32922
Email: dkozlak@cocoafl.gov

CITY OF COCOA

2nd AMENDMENT TO SERVICE AGREEMENT

Water and Wastewater Treatment Chemicals: Liquid Oxygen

CONTRACT NO. B-25-01-BCPEPC-G

This SECOND Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Liquid Oxygen is made between the City of Cocoa and Linde, Inc., 7000 High Grove Blvd., Burr Ridge, IL 60527.

The agreement entered on September 10, 2024, is hereby amended to renew for the second renewal option for twelve (12) additional months at the rate of $.07875 per pound with terms, and conditions commencing on October 1, 2026, and terminating on September 30, 2027.

HUMAN TRAFFICKING COMPLIANCE: As a condition of this Agreement, the Contractor shall attest under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. Pursuant to Section 787.06(13), Florida Statutes, the City is prohibited from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

LINDE, INC.

By: Holly O'Donnell
(Name Printed)

Director - Gov't & Space Programs
(Title)

Holly O'Donnell 9/1/26
Signature Date

CITY OF COCOA

By: Stockton E. Whitten
(Name Printed)

City Manager
(Title)

9/3/2025
Signature Date

ATTESTED BY:

Signature/Title

CC: Monica Arsenault, City Clerk
James Mitchell, Water Treatment Manager
Brian Dale, Procurement and Budget Manager

SEAL

Procurement and Budget Division
65 Stone Street, Cocoa, FL 32922
Email: dkozlak@cocoafl.gov

CITY OF COCOA

AMENDMENT TO SERVICE AGREEMENT

3rd AMENDMENT

Water and Wastewater Treatment Chemical – Ammonium Sulfate

CONTRACT NO. B-25-01-BCPEPC-F

This THIRD Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Ammonium Sulfate is made between the City of Cocoa and Thatcher Chemical of Florida, Inc., 245 Hazen Road, Deland, FL 32720.

The agreement entered on September 10, 2024, is hereby amended to renew for the second renewal option for twelve (12) additional months, at the rate of $3.045/gallon with the same terms, and conditions commencing on October 1, 2026, and terminating on September 30, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

HUMAN TRAFFICKING COMPLIANCE: As a condition of this Agreement, the Contractor shall attest under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. Pursuant to Section 787.06(13), Florida Statutes, the City is prohibited from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

THATCHER CHEMICAL OF FLORIDA, INC.

By: Michael T. Mitchell
(Name Printed)

President
(Title)

September 4, 2026
Signature Date

CITY OF COCOA

By: Stockton E. Whitten
(Name Printed)

City Manager
(Title)

9/9/2026
Signature Date

ATTESTED BY:

Signature/Title

CITY OF COCOA SEAL

CC: Monica Arsenault, City Clerk
James Mitchell, Dyal Water Treatment Manager
Brian Dale, Procurement and Budget Manager

Procurement and Budget Division
65 Stone Street, Cocoa, FL 32922
Email: dkozlak@cocoafl.gov

CITY OF COCOA

AMENDMENT TO SERVICE AGREEMENT

3rd AMENDMENT

Water and Wastewater Treatment Chemical – Ammonium Sulfate

CONTRACT NO. B-25-01-BCPEPC-F

This THIRD Amendment to the Service Agreement for Water and Wastewater Treatment Chemical – Ammonium Sulfate is made between the City of Cocoa and Thatcher Chemical of Florida, Inc., 245 Hazen Road, Deland, FL 32720.

The agreement entered on September 10, 2024, is hereby amended to renew for the second renewal option for twelve (12) additional months, at the rate of $3.045/gallon with the same terms, and conditions commencing on October 1, 2026, and terminating on September 30, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Amendment for Contract.

HUMAN TRAFFICKING COMPLIANCE: As a condition of this Agreement, the Contractor shall attest under penalty of perjury that the Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. Pursuant to Section 787.06(13), Florida Statutes, the City is prohibited from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

THATCHER CHEMICAL OF FLORIDA, INC.

By: Michael T. Mitchell
(Name Printed)
President
(Title)
September 4, 2026
Signature Date

CITY OF COCOA

By: Stockton E. Whitten
(Name Printed)
City Manager
(Title)
9/9/2026
Signature Date

ATTESTED BY:
Signature/Title
SEAL

CC: Monica Arsenault, City Clerk
James Mitchell, Dyal Water Treatment Manager
Brian Dale, Procurement and Budget Manager

CITY OF COCOA

SERVICE CONTRACT

B-25-01-BCPEPC

WATER AND WASTEWATER TREATMENT CHEMICALS

Award: B-25-01-BCPEPC-B
Supplier: Genesis Alkali, LLC
Product: Soda Ash

PURCHASING DEPARTMENT
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
FAX: (321) 433-8685
EMAIL: PURCHASING@COCOFL.ORG

genesisalkali

SUPPLY AGREEMENT
B-25-01-BCPEPC-B

This Supply Agreement (this "Agreement"), made effective October 1, 2024 ("Effective Date"), is entered into by and between **Genesis Alkali Wyoming, L.P.**, with offices located at 1735 Market Street, 27th Floor, Philadelphia, PA 19103 ("Seller"), and the **City of Cocoa, Florida**, with offices located at 65 Stone Street, Cocoa, FL 32922 ("Buyer"). Seller and Buyer may hereinafter be referred to, individually, as "Party" and collectively, as "Parties."

This Agreement is the result of mututal negotiation to reconcile the results of ITB B-25-01-BCPEPC (Exhibit 1), including all sections, attachments, addendums, and linked documents provided, with the responses submitted by Seller (Exhibit 2), including all submittals, attachments and exceptions. Exhibit 1 and Exhibit 2 are incorporated into this Agreement by reference.

NOW THEREFORE, for good and valuable consideration, and intending to be legally bound, each of the Parties to this Agreement hereby agrees to the following:

1. **Sale and Purchase of Products**: Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller from time to time, each of the Products set forth below in the amounts and at the price set forth below (individually and collectively hereinafter referred to as "Products"):

Products	Refined Soda Ash – Grade 260
Price of Products	October 1, 2024 – September 30, 2027: $480/T CPT (Incoterms® 2020) Christmas, Florida
Quantity of Products	100% of annual requirements at Buyer's Cocoa, Florida water treatment plant, estimated at 1,880 tons/year.
Terms of Payment	Net Payments due 30 days from date of invoice
Freight	Prepaid by Seller and Absorbed CPT Christmas, Florida
Container(s)	Pneumatic Dry Bulk Trailers
Term of Supply ("term")	Start Date: October 1, 2024 End Date: September 30, 2027* *Option to extend for additional (1) one year periods upon mutual written agreement
Energy Surcharges	Energy surcharges will be adjusted quarterly and applied to invoices based on the schedule maintained on Seller's website at http://alkali.genesisenergy.com, or at a website address otherwise identified by Seller.

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2. **Terms and Conditions of Sale**: All sales of the Products by Seller to Buyer shall be governed by this Agreement and the standard terms and conditions of sale for Seller in effect at the time of such sale, which shall be deemed part of this Agreement. The Parties acknowledge and agree that Seller's standard terms and conditions may be amended, supplemented, restated, replaced or otherwise modified by Seller from time to time. A copy of Seller's standard terms and conditions in effect as of the Effective Date are attached to this Agreement. In the event that any terms or conditions of sale of the Products by Seller to Buyer are different or otherwise inconsistent with the terms of this Agreement, the terms and conditions of this Agreement shall govern.

3. **Right of Termination**: Subject to the terms and conditions of this Agreement, Seller or Buyer may terminate this Agreement for convenience by providing the other Party ninety (90) days prior written notice of termination before the expiration of the Term. Notwithstanding, Seller may immediately terminate this Agreement in the event: (a) Buyer shall have failed to perform or comply in any respect with any term, condition or covenant in this Agreement (including, without limitation, failure to pay any amounts when due), (b) a bankruptcy, receivership, insolvency, or reorganization proceeding has been commenced against Buyer, (c) Seller reasonably believes that the production, marketing, sale, and/or use of the Products directly or indirectly infringes any patent or other intellectual property, or violates governmental law or regulation.

4. **Entire Agreement**: This Agreement together with any attachments, and exhibits constitutes the complete understanding of the Parties to this Agreement regarding the subject matter contained in this Agreement and supersedes any and all other agreements or arrangements, either oral or in writing, between the Parties to this Agreement with respect to the subject matter contained in this Agreement. Parties further agree that ITB Attachment 1 (Services Agreement) is replaced in its entirety by This Agreement and shall be of no force or effect. No modification of this Agreement shall be binding or enforceable unless expressly agreed by Seller in writing. In the event of a conflict between any of this Supply Agreement and the attachments or exhibits hereto, the order of precedence for resolving such conflict shall be as follows: this Supply Agreement, Exhibit 1 (except to the extent modified or excepted to in writing by Seller), Exhibit 2, Attachment A and Attachment C.

5. **Execution by Counterparts and Facsimile**: This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the Parties to this Agreement.

IN WITNESS WHEREOF, authorized on behalf of the Parties, the undersigned each executes this Agreement intended to be legally bound as of the Effective Date.

Genesis Alkali Wyoming, L.P.		**City of Cocoa, FL**	
Signature:		Signature:	
Printed:	Jonathan Kuhn	Printed:	Stockton Whitten
Title:	Director SSP	Title:	City Manager
Date:	9-18-24	Date:	September 20, 2024

City of Cocoa SEAL

Attest:
Monica Arsenault, CMC
City Clerk
City of Cocoa

genesisalkali

Attachment A: TERMS AND CONDITIONS

1. **Governing Terms**: All sales and/or purchases of the Products are (a) governed by these standard Terms and Conditions of Sale, and (b) made expressly conditioned upon Buyer's acceptance of these Terms and Conditions. Any and all terms and conditions (including any which may be delivered by Buyer with any purchase order) which are different or inconsistent with these Terms and Conditions are rejected unless otherwise expressly agreed to by Seller in writing. No modification of these Terms and Conditions shall be binding or enforceable unless expressly agreed to by Seller in writing.

2. **Purchases**: All sales and/or purchases of the Products and/or price quotations shall be binding upon Seller only when accepted and approved in writing by Seller or upon Seller's issuance of an order confirmation. Seller is not obligated to supply quantities of the Products to Buyer in other than approximately equal monthly quantities over the term. Unless a specific number of days' notice is agreed to by Seller in writing, Buyer shall provide Seller in advance with reasonable written notice regarding delivery of the Products to Buyer.

3. **Taxes**: Seller may at any time add to the purchase price of the Products, all taxes, duties, excises or other charges imposed by law with respect to the production, marketing, sale, use and/or transportation of the Products.

4. **Means of Transportation**: Unless the Products are sold on a delivered basis, transportation and other shipment charges do not constitute a portion of the purchase price of the Products and Buyer shall pay all such charges. To the extent Seller chooses the means of transportation for shipment of the Products, Seller may choose the most economical means. If Buyer desires a means of transportation other than that selected by Seller but which is satisfactory to Seller, any extra costs and expenses incurred by reason of using such other means shall also be paid by Buyer. Buyer agrees to unload railroad cars, trucks and barges furnished by Seller within the free time specified by tariffs on file with applicable regulatory bodies and to pay any charges resulting from its failure in this regard. Buyer assumes full responsibility for use and condition of cars, trucks and barges while in Buyer's possession.

5. **Payment Terms**: Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.. Buyer may not make any offsets or deductions from the invoice amount for the Products unless agreed to by Seller in writing. In the event that Buyer's financial responsibility, or the credit risk involved, become unsatisfactory to Seller, Seller may decline to make further deliveries of the Products unless Buyer pays the purchase price for the Products in advance or provides security of payment satisfactory to Seller.

6. **Title and Risk of Loss**: Title to and risk of loss for the Products shall pass to Buyer upon Seller's delivery to the Buyer. Upon passage of title to the Products from Seller to Buyer, Buyer shall be responsible and liable for, and agrees to defend and indemnify Seller against, all claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs and claims of any employee or contractor of Buyer alleging to have been injured while working with the Products) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the Products or their containers. For Canadian purchasers-importers only: Buyer acknowledges that the Products are being imported into Canada, without a WHMIS compliant label pursuant to Section 5.15(1) of the Hazardous Product Regulations, for the purpose of being brought into compliance with the labelling requirements of these Regulations before they are used or sold.

7. **Warranty:** Seller warrants to Buyer that at the time of shipment, the Products conform to Seller's specifications in effect at such time. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, COVERING THE PRODUCTS (EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS), AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT THE INTENDED PURPOSE OF THE PRODUCTS BY BUYER IS KNOWN TO SELLER. Any advice or assistance provided by Seller to Buyer is provided only as a courtesy and Seller makes no warranty, express or implied, as to its accuracy or completeness, or the results to be obtained from such advice or assistance. Buyer is solely responsible for determining whether the Products are suitable for Buyer's intended use, for compliance with applicable requirements of governmental law or regulation and obtaining any governmental registrations and approvals necessary for Buyer's production, marketing, sale, use and/or transportation of finished goods using or incorporating the Products.

8. **Inspection of Products**: Upon delivery of the Products to Buyer and, in any event, prior to Buyer's use and/or resale of the Products, Buyer shall immediately inspect each shipment of the Products to determine whether the Products meet the warranted specifications. Within thirty (30) days after delivery of the Products to Buyer, Buyer shall have the right to reject in writing any of the Products that fail to meet the warranted specifications. Buyer's failure to notify Seller of such a rejection within such time period shall constitute Buyer's irrevocable acceptance of such Products. Except in case of proven error, Seller's measurements shall govern the determination of all quantities of the Products purchased by Buyer from Seller.

9. **Remedies and Limitations:** The entire liability of Seller and the exclusive remedy of Buyer against Seller for any and all damages arising from or related to the sale of the Products shall be limited to, at Seller's option, either: (a) the replacement of the Products for which damages are claimed, or (b) the return of the purchase price paid by Buyer for such Products. Any action by Buyer for such damages must be commenced within one (1) year after the cause of action has accrued. In addition to the foregoing limitations, in no event shall the liability of Seller include: (x) any special, indirect, incidental, punitive or consequential damages (including without limitation downtime, operating losses, or loss of earnings), or (y) any claims, injuries, losses, fines, penalties, damages, or costs (including environmental response costs) resulting from Buyer's storage, handling, disposal, release, use and/or resale of the Products or their containers occurring after passage of title to the Products from Seller to Buyer. All of the foregoing limitations shall apply whether Buyer's claim arises from breach of contract, breach of warranty, tort, negligence, strict liability or other legal basis.

10. **Intellectual Property Infringement**: Seller warrants that to Seller's knowledge, the sale of the Products by Seller to Buyer does not infringe any third party U.S. patent claiming the Products per se. Seller makes no other warranty, express or implied, with respect to infringement of any patent or other intellectual property and specifically disclaims any other such warranty. In the event that it is alleged that the sale and/or use of the Products constitutes infringement of any third party patent or other intellectual property, subject to the limitations otherwise set forth in these Terms and Conditions, Seller's entire liability to Buyer with respect to such infringement claim shall: (a) be limited to the reasonable costs of defending such infringement action and the payment of damages awarded for such infringement by a court of competent jurisdiction from which no appeal is or can be taken, and (b) arise only in the event that Buyer promptly provides Seller with written notice of such claim and full authority, information and assistance for the defense or settlement of such claim. In no event shall Seller be liable for any infringement claim arising from: (w) the sale and/or use of the Products in combination with other materials, (x) the use of the Products in the operation of any process (other than the production of the Products per se), (y) any Products manufactured to Buyer's designs or specifications, or (z) any Products manufactured by any process requested by Buyer. Seller reserves the right to suspend deliveries of the Products (without liability on the part of Seller other than as otherwise provided in this paragraph) in the event that Seller believes the production, marketing, sale, and/or use of any of the Products infringes any third party patent or other intellectual property.

11. **Excuses for Nonperformance**: No liability for Seller or Buyer (except Buyer's liability to pay for Products) shall result from any delay in performance or nonperformance to the extent caused by: (a) any circumstances beyond such Party's reasonable control, including acts of God, pandemic, epidemic, quarantine, war, terrorism, insurrection, sabotage, embargo, fire, explosion, flood, accident, government actions, strikes, labor disputes or shortages, interruption or delay in transportation, equipment breakdown, involuntary shutdown, shortage of or inability to obtain any raw material, equipment, or energy source, (b) Seller's compliance in good faith with any governmental law, regulation or order, (c) Seller's incurring increased cost for compliance with import and export, environmental, or health and safety laws and regulations, (d) an occurrence of a contingency, the nonoccurrence of which was a basic assumption on which this Agreement was made, or (e) Seller's inability to obtain any required raw material, energy source, equipment, labor or transportation at prices and on terms deemed by Seller to be practicable. In the event that any of the foregoing circumstances affect Seller's production capacity, Seller may omit deliveries of the Products to Buyer during the continuance of such circumstance, and may, in Seller's sole discretion, allocate any and all of Seller's production capacity in such manner, to such third parties and/or Seller for its own requirements, and at such times as Seller may determine. An affected Party shall promptly provide written notice to the other Party of any delay in performance or nonperformance, and shall use its

commercially reasonable efforts to remedy such delay or nonperformance, except that the affected Party shall have no obligation to settle or otherwise resolve any labor dispute. In the event that Buyer fails to fully comply with any of these Terms and Conditions for any reason other than any of the foregoing circumstances, Seller may decline to make further deliveries of the Products until Buyer cures such failure.

12. **Non-Waiver**: Neither Seller's waiver of any breach, violation or default by Buyer, nor Seller's forbearance, failure, or delay in exercising, nor Seller's single or partial exercise of, any right or remedy available to Seller under these Terms and Conditions (any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) or at law or in equity, shall constitute a waiver of any other breach, violation or default by Buyer, or any other right or remedy available to Seller.

13. **Non-Disclosure**: No pricing or other terms or conditions of sale disclosed by Seller to Buyer with respect to the sale and/or purchase of the Products shall be disclosed by Buyer to any third party, unless expressly agreed to by Seller in writing or otherwise required to do so by law.

14. **Assignment and Beneficiaries**: No obligations, rights and remedies of Buyer arising with respect to the purchase of the Products and under these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced), shall be delegated, assigned (including assignment by way of change of control, operation of law, or otherwise), transferred or subcontracted by Buyer unless expressly agreed to by Seller in writing. Nothing in these Terms and Conditions shall be construed as creating any direct or beneficial right in or on behalf of any third party.

15. **Severability**: The provisions of these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) are to be deemed severable and the invalidity, illegality or unenforceability of one or more of such provisions shall not affect the validity, legality or enforceability of the remaining provisions.

16. **Governing Law**: All sales and/or purchases of the Products, and these Terms and Conditions (and any agreement, offer of sale, order confirmation, invoice, or other document to which these Terms and Conditions are attached, or in which they are referenced) shall be governed by, and construed and enforced in accordance with the laws of the State of Florida, without regard to its otherwise applicable conflicts of law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded and its provisions shall not govern the sales and/or purchases of the Products under these Terms and Conditions.

17. **Raw Materials and Energy**: Seller reserves the right to impose a special temporary surcharge with respect to the purchase of the Products in the event of any increase in the price of any raw material or energy source that is reasonably likely to have a material impact on Seller's overall costs of producing the Products. The amount of such temporary surcharge shall be limited to that required to negate the increase in Seller's costs resulting from such increase. Seller shall give Buyer written notice at least ten (10) business days prior to imposing any such temporary surcharge and shall reduce or remove such surcharge at such time as the price of such raw material or energy source returns to levels which no longer justify such increase.

18. **Compliance with Climate Change Legislation:** Seller shall have the right to adjust the price of the Products from time to time to recover increased costs of compliance with any applicable statutes, regulations and/or standards that place mandatory limits or levy taxes on the amount of carbon dioxide or other "green house gases" that Seller emits to the atmosphere in connection with the production of the Products.

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Attachment B: PRODUCT SPECIFICATIONS

This Page was intentionally left blank. Product Specifications can be found in the Grade 260 Technical Data Sheet maintained on Seller's website at http://alkali.genesisenergy.com, or at a website address otherwise identified by Seller.

Attachment C: STANDARD REQUIREMENTS

Conflict of Interest

The Seller represents and warrants unto the Buyer that to the best of Seller's knowledge no employee or agent of the Buyer has any interest, either directly or indirectly, in the business of the Seller to be conducted herein. The Seller further represents and warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Seller to solicit or secure this Agreement, and that it has not paid, or agreed to pay, an person, company, corporation, including, by consolidation, joiner or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Buyer, and any other person sought to be joined.

Indemnification

The Seller shall defend, indemnify and hold harmless the Buyer and all of the Buyer's officers, agents, and employees from and against all third party claims, liability, loss and expense, including reasonable costs, collection expenses, reasonable attorneys' fees, and court costs which to the extent resulting because the gross negligence (whether active or passive), willful misconduct, or fraud, of the Seller, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The Seller recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Buyer when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Buyer in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Agreement to the extent the indemnifiable event occurred prior to the expiration or termination of this Agreement. Compliance with any insurance requirements required elsewhere within the Agreement shall not relieve the Seller of its liability and obligation to defend, hold harmless and indemnify the Buyer as set forth in this paragraph. The foregoing indemnification requirement on Seller shall apply only if (i) Buyer promptly notifies Seller in writing of all details concerning any claim, liability, loss or expense to which such indemnification, defense or hold harmless is sought; and (ii) reasonably cooperates with Seller and allows Seller full control in the defense and any settlement thereof.

Equal Opportunity Employer

The Seller is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Seller will take reasonable measures to further ensure that all of Seller's third party contractors utilizes in providing the Products required hereunder will comply with all equal opportunity employment laws.

Auditing, Records and Inspection

In the performance of this Agreement, Seller shall keep books, records and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours, no more than once per calendar year by an authorized representative of Buyer (subject to the Parties'

agreement in writing prior to any such inspection with respect to timing and scope) and shall be retained by Seller, for a period of three years after termination or completion of the Agreement or until the full Buyer audit is complete, whichever comes first. The Buyer shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Agreement shall be deemed confidential, trade secret or proprietary information and shall not be disclosed by Buyer or subject to (and shall be deemed exempt from) the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes or any other public disclosure law, regulation or other requirement without Seller's express written consent. The Buyer also has the right to conduct and audit (subject to the Parties' agreement in writing prior to any such inspection with respect to timing and scope) within sixty (60) days from the effective date of this Agreement to determine whether Seller has the ability to fulfill its contractual obligations hereunder to the reasonable satisfaction of the Buyer. The Buyer has the right to terminate this Agreement based upon the findings in this audit discovering an actual breach of the Agreement by Seller whereby Seller has not cured such breach within thirty (30) days after receiving written notice thereof from the BUYER.

Public Records

A. The Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made by BUYER or received by the SELLER "Public Records". If the Seller is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the Seller shall:

    1. Keep and maintain all Public Records reasonably required by the Buyer to perform the obligations herein; and
    2. Upon request from the Buyer's custodian of Public Records, provide the Buyer with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
    3. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's Term and following completion of the Agreement if the Seller does not transfer the Public Records to the Buyer; and
    4. Upon completion of the Agreement, transfer, at no cost, to the Buyer all Public Records in possession of the Seller or keep and maintain Public Records reasonably required by the Buyer to perform the obligations herein. If the Seller transfers all Public Records to the Buyer upon completion of the Agreement, the Seller shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements, except Seller may retain one copy if required by applicable law or for the purpose of ascertaining its rights or obligations under this Agreement. If the Seller keeps and maintains Public Records upon completion of the Agreement, the Seller shall abide by all applicable requirements for retaining Public Records set forth hereunder. All records stored electronically must be provided to the Buyer, upon request from the Buyer's custodian of Public Records, in a format compatible with the information technology systems of the Buyer.

B. All requests to inspect or copy Public Records relating to the Agreement shall be made directly to the Buyer. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without prejudice to the Buyer therefor. A Seller who fails to provide the Public Records to the Buyer within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the Seller shall defend, indemnify and hold harmless the Buyer, its officers, agents and employees from any third party's liability and/or damages, including reasonable attorney's fees through any appeals, resulting from the Seller's failure to comply with this paragraph's requirements.

C. **IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE Buyer'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CARIE SHEALY, CITY CLERK, AT 321-433-8484, CSHEALY@COCOAFL.ORG, 65 STONE ST., COCOA, FL 32922.**

Employment Eligibility Verification (E-Verify)

In accordance with Florida Statute Chapter 448.095, a public employer, Seller, or Seller's third party contractor may not enter into a contract with Buyer unless each party to the contract registers with and uses the E-Verify System. The Buyer shall not enter into, or renew, a contract with a Seller that is not enrolled in E-Verify. Any Seller that has a contract with the Buyer shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The Buyer may verify the Seller's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Sellers whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A Seller who registers with and participates in the E-Verify program may not be barred or penalized under this section as a result of receiving inaccurate verification information from the E- verify program, if the Seller hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Buyer as Municipal Corporation

Nothing contained herein shall be interpreted to require the BUYER as a municipal corporation to (i) to take any action or refrain from taking any action that would be adverse to is status as a municipal corporation, or (ii) to take or refrain from taking any action not specifically required by this Agreement.

Administrative Provisions

In the event the BUYER issues a purchase order, memorandum, letter, or any other instrument addressing the Products to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the BUYER's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

Arm's Length Negotiations

This Agreement is the result of bona fide arms-length negotiations between the BUYER and the SELLER and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other Party.

Integration/amendment

This Agreement represents the entire and integrated agreement between the BUYER and SELLER, and supersedes all prior negotiations, representations or agreements, either written or oral, for the Project. The Agreement may be amended only by written instruments signed by both the BUYER and the SELLER and is subject to such reasonable modifications as may be required by the BUYER's insurer(s), if any. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

Sovereign Immunity

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the BUYER's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the BUYER's potential liability under state or federal law and the Buyer expressly reserves the right to the full extent allowed by law; provided however, the Parties acknowledge and agree that Seller retains the right to enforce its rights arising under this Agreement and to bring an action for interpretation of any provision of this Agreement, and the State of Florida and the Buyer hereby waive any sovereign immunity defense it may otherwise enjoy in any judicial proceeding between Seller, the State of Florida and the City of Cocoa with respect thereto. The Buyer shall not be liable under this Agreement for punitive damages or interest for the period before judgment.

genesisalkali

EXHIBIT 1

City of Cocoa ITB B-25-01-BCPEPC
published August 2, 2024

genesisalkali

EXHIBIT 2

Genesis Alkali Response
dated August 26, 2024

FY2027 ANNUAL CHEMICALS - Dyal Water Treatment Plan

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor	Vendor Number	PRODUCT	PROJECT #	BID NO.	CONTRACT PERIOD	Estimated Project Budget Extended Total	EXPIRES	Notes
1	Allied Universal Corp.	7040	Sodium Hypochlorite (Wewa)	DYCH01	B-22-12-COC-B	4th Amendment - Year 3 of 3 year renewals	**$ 130,000.00**	11/26/2026	New BID?
2	Carmeuse Lime & Stone	10316	Quick Lime Pebble 3/8" & 3/4"	DYCH02	B-25-01-BCPEPC-A	1 Year with the option to extend for 3 additional 1 year periods- 2nd renewal	**$ 3,200,000.00**	9/26/2027	
4	Kemira		Ferric Sulfate	DYCH04	B-25-01-BCPEPC-F	1st Amendment - Year 1 of 3 year renewals	**$ 360,000.00**	9/30/2027	NEW AGREEMENT Going to Council on 9/22/26
5	Nippon Sanso Matheson, Inc.	10567	Carbon Dioxide	DYCH06	B-25-01-BCPEPC-E	1st Amendment - Year 1 of 3 year renewals-2nd renewal	**$ 530,000.00**	9/30/2027	
6	Veolia WTS USA, Inc.	10925	Polyfloc AP1120P B1-55lbs	DYCH07	SLA-20230514	Year 1 of 1 contract	**$ 18,000.00**	9/30/2025	Will need FY26 price/renewal
7	WE Soda Wyoming LP	11144	Soda Ash	DYCH09	B-25-01-BCPEPC-B	October 1, 2024 - September 30, 2027: $480/T -2nd Amendment	**$ 1,300,000.00**	9/30/2027	
8	Burnett Lime	8684	CalFlo	DYCH10		Proprietary SS Purchase	**$ 300,000.00**	9/30/2025	Sent Email to Vendor 9/2/26
9	Linde, Inc.	10718	Liquid Oxygen (LOX)	DYCH11	B-25-01-BCPEPC-G	2nd Amendment - Year 2 of 3 year renewals - 2nd Amendment	**$ 125,000.00**	9/30/2027	
10	Atlantic Coast Polymer	10703	Superflock N-1986	DYCH12	B-19-02	SS	**$ 30,000.00**	9/30/2024	Will need FY26 price
11	Orlando Water Inc	10528	Salt	DYCH15	P-Card as needed	N/A	**$ 10,000.00**		
12	Thatcher	1334	Ammonium Sulfate-Dyal Plant	DYCH16	B-25-01-BCPEPC-D	1 Year with the option to extend for 3 additional 1 year periods- 2nd Amendmet	**$ 204,000.00**	9/26/2026	
13	Allied Universal Corp.	7040	Sodium Hypochlorite (Dyal)	DYCH14, DYCH20	B-22-12-COC-B	4th Amendment - Year 3 of 3 year renewals	**$ 834,000.00**	11/26/2026	New BID?
14	Thatcher	1334	Ammonium Sulfate-Wewa	DYBS01	B-25-01-BCPEPC-D	1 Year with the option to extend for 3 additional 1 year periods - 3rd Amendment	**$ 20,000.00**	9/26/2026	
15	Polydyne	9277	Clarifloc A-333P/A-3320	DYCH13		SS	**$ 50,000.00**	9/30/2025	Will need FY26 price/Sent Email to Vendor 9/2/26
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Dyal Water Treatment Plant - ACCOUNT NUMBER: 421-4020-536.52-09							**7,111,000.00**		

FY2027 ANNUAL CHEMICALS - Sellers Water Reclamation Facility

BUDGETARY IMPACT W/ PROJECT TOTALS

Line	Vendor		PRODUCT	PROJECT #	BID NO.	CONTRACT PERIOD	Estimated Project Budget Extended Total	EXPIRES	
1	Allied Universal Corp.	7040	Sodium Hypochlorite		B-22-12-COC-B	4th Amendment - Year 3 of 3 year renewals	$ 243,458.00	11/26/2026	New BID?
ANNUAL CHEMICAL BUDGET GRAND TOTAL FOR: Sellers Water Reclamation Plant - ACCOUNT NUMBER: 421-4120-536.52-09							$ 243,458.00		

CITY COUNCIL AGENDA ITEM

Memo Date:	September 2, 2026
Agenda Date:	September 22, 2026
File ID:	2026-791
Prepared By:	Katrina Combs, Utilities Administrative Technician
Through:	James Mitchell, Water Treatment Manager John Walsh, Utilities Director
Requested Action:	Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC. in the amount of $300,000 for Fiscal Year 2027; Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2027 Budget for Chemicals, pending the Adoption of the FY27 Budget.

BACKGROUND:

The Cal~Flo chemical was pilot tested and selected as part of the chemical treatment process in 1999 when the surface water treatment process was constructed. Due to the unique water chemistry and the need to create a design with consistent water chemistry reactions during treatment, it was determined that some of the chemicals tested and used to treat surface water must remain constant such as Cal~Flo. The Cal~Flo lime system is a patented process that is owned exclusively by the Burnett Lime Company making this a sole source purchase.

The estimated budget for Cal~Flo chemical is developed by staff based on anticipated water processing demands; however, demands will fluctuate and the actual use of the chemical will vary. As these variances occur, staff will adjust chemical budgets between the various chemicals throughout the year as a necessary and may increase or decrease based on the need; however, the total budget for Cal~Flo authorized by this agenda in the amount of $300,000.00 for Dyal will not be exceeded unless it is resubmitted to City Council for approval.

Staff is requesting City Council continue to approve and waive the competitive bidding process for the purpose of making sole source purchases of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello, SC.

Staff is recommending the approval to make a sole source purchase outline above for the purpose of providing necessary chemical for the Dyal Water Treatment Plant for FY27.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? Yes

Source/Use of Funds	
Amount Requested	$300,000.00 for Cal~Flo (Total Chemical Budget $7,111,000)
Account Number	421-4020-536.52-09
Account Name	Chemicals
Project Number	DYCH10

PREVIOUS ACTION:
On September 23rd, 2025, City Council Approved a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello SC.

RECOMMENDED MOTION:
Approve a Resolution Waiving the Competitive Bidding Process for the Purpose of Making Sole Source Purchase of Cal~Flo Liquid Lime from Burnett Lime Co., Inc., Campobello. SC. in the amount of $300,000 for Fiscal Year 2027; Authorize the City Manager to Approve Change Orders in an Amount not to Exceed the Total FY2027 Budget for Chemicals, pending the Adoption of the FY27 Budget.

BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

September 5, 2026

Katrina E. Combs
Utilities Administrative Technician,
Cocoa Beach Utilities
28400 State Road #520
Cocoa, FL 32922

Subject: Sole Source CAL~FLO Lime Slurry

Katrin:

Burnett Lime Company, Inc., is the sole manufacture of its product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the sole or exclusive representative for CAL~FLO® Lime Slurry and CAL~FLO® Lime Slurry Systems within the state of Florida for the purchase of new products, OEM repair parts, repairs and maintenance.

CAL~FLO is a Burnett Lime Company, Inc. trademark, which is produced and sold with the patented CAL~FLO® Lime Slurry System. In selecting the CAL~FLO® system and slurry, your facility will receive our feed system functional guarantee (since the CAL~FLO® slurry meets the required specifications for proper operation).

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Burnett Lime Company, Inc.

Burnett Lime Company, Inc. is the sole authorized repair facilitator for maintenance and installation in addition to stocking all authorized repair parts.

Your contact for CAL~FLO® Lime Slurry is:

Name	Andrew Cannon or Judy Gregory
Address	7095 Hwy 11, Campobello, SC 29322
Phone	864-592-1658
Email	acannon@burnett-inc.com cc: jgregory@burnett-inc.com

Pricing: The delivered price for CAL~FLO slurry to Dyal WTP will be $0.116 per liquid pound. This price will be firm for the physical year October 1, 2026 – September 30, 2027.

If you have questions regarding this issue, please contact me at 864-592-1658.

Thank you,

Hugh Burnett

Hugh Burnett
MLC/BURNETT LIME COMPANY, LLC.
Email: hburnett@burnett-inc.com
Web: www.burnett-inc.com

Pre-Approved Confirmation Vendors

Pre-Approved Confirmation Vendors do not require confirmation justification memos.

Sub-commodity code 012

Note: For all Pre Approved Confirmation Purchase Orders, this list must be added to Laserfiche as back-up.

Current As Of August 2, 2018

Approved Vendors	Vendor Number	Product/ Service
Bob Steele Chevrolet Inc.	30	Accident repair only (not regular service)
Bryant, Miller & Olive	7550	Legal
Burnett Lime Co.	8684	Repair and Maintenance Calflo Liquid Lime
City of Cocoa Utilities	335	Water Meter Bills
Dana Safety Supply (DSS)	9628	Public Safety and Utility lighting and equipment –Fleet only
FEC ROW (f.k.a. FDG Flagler Station)	9082	Pipe Crossings
Federal Express Corp. (FEDEX)	452	Shipping
Fiserv Solutions, Inc.	1211	Electronic payments
Fisher & Phillips	2867	Legal
FL Division of Worker's Comp	7596	WC Assessment
FL Municipal Insurance Trust	7791	Insurance
FL Municipal Insurance Trust/Talla	5515	Insurance
Florida East Coast Railway LLC	1987	Railroad Crossing Maintenance
Florida East Coast Railway Orlando	7268	Railroad Crossing Maintenance
Florida Today	4155	Legal Ads
Florida Unemployment Comp. Fund	2018	Unemployment Compensation
Garganese, Weiss & D'Agresta, P.A.	6691	Legal
GATTO's Tire & Auto Service	60	Tires & Service—Fleet only
Glover Oil Co., Inc.	598	Fuel
Lewis, Longman & Walker	6791	Legal
Lisa Cullen, Brevard Tax Collector	2752	Taxes, Postage Notices, Lockbox
Office of State Attorney	8582	Police Matters
Progressive Document Destruction	6375	Shredding Documents
Ring Power Orlando	7604	Caterpillar Generator Repair & Maintenance
Ring Power Palm Bay	1677	Caterpillar Generator Repair & Maintenance
Scott Ellis, Clerk of Court	5981	Recording Fees
Solid Waste Management	5123	Land Fill Charges
Stericycle, Inc.	9235	Disposal of Biohazardous Waste
Supervisor of Elections	912	Election Poll Fees
Total Admin. Services Corp.	9943	Flexible Spending Account (FSA) Admin Fees
Trane Maitland	9530	Dyal WTP, Utilities Building & Booster Stations
Trane Orlando Co.	6762	Dyal WTP, Utilities Building & Booster Stations
Tron's Auto Towing	6056	Towing Service
United Parcel Service (UPS)	312	Shipping
Water Treatment & Controls	1345	Emergency Repairs for Wallace & Tiernan Equip
Xylem Water Solutions USA, Inc. (PA)	1240	Ozone Generators Emergency Repairs

Approved by:

City Manager

8/15/18

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CWS Insurance
PO Box 1988
435 E Kennedy St
Spartanburg SC 29302

CONTACT NAME: Julie Mitchem
PHONE (A/C, No, Ext): (864) 583-1451 **FAX (A/C, No):** (864) 585-6450
E-MAIL ADDRESS: julie@cwsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Co.	25623
INSURER B : Travelers Indemnity Co.	25658
INSURER C : Travelers Indemnity of America	25666
INSURER D : Standard Fire Insurance Company	19070
INSURER E :	
INSURER F :	

INSURED
Burnett Lime Co., Inc & Cal Transport, Inc. Cal Flo, LLC, DBA: Burnett
7095 Hwy 11
Campobello SC 29322

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			Y-630-3C77676A-PHX-25	10/01/2025	10/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			840-3C864377-IND-25	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP-0L837646-18-25	10/01/2025	10/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6J854640-25	10/01/2025	10/01/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Motor Truck Cargo			Y-630-3C77676A-PHX-25	10/01/2025	10/01/2026	Per Conveyance/$50,000 Coverage/$50,000	Load Unload/ Deduct/$5,000

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

The City of Cocoa is included as additional insured with regards to General Liability if required by written contract.

CERTIFICATE HOLDER
City of Cocoa
65 Stone Street
Cocoa FL 32922

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Julie Mitchem

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RESOLUTION NO. 2026-075

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 22nd day of September, 2026.

_

_____

Michael C. Blake, Mayor

ATTEST:

_____

Monica Arsenault, CMC, City Clerk

EXHIBIT "A"

To Resolution No. 2026-075

The City Manager recommends that the competitive bidding requirement waived, by reason of sole source, for purchase of Cal-Flo Liquid Lime from Burnett Lime Co., Inc., 7095 Hwy 11. Campobello, SC.

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.

_____
Stockton Whitten
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	August 28, 2026
Agenda Date:	September 22, 2026
File ID:	2026-777
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Approval of the revised Emergency Pay Policy.

BACKGROUND:

The City of Cocoa emergency pay plan has been revised to establish a comprehensive policy for pay, leave, and reporting requirements during an emergency declared by City Council. This policy applies uniformly, regardless of any presidential declaration. The policy is intended to comply with Florida Statute 252.36, covering short-term situations, lasting less than seven calendar days. A disaster situation lasting more than seven calendar days will necessitate re-evaluation of this Emergency Pay Policy. A previous version was approved by council on July 11, 2023. The revised version provides clearer guidance regarding an emergency declaration and pay for employees required to report during an emergency. Specific changes include:

- The 2026 draft changes the practical trigger for Emergency Pay by requiring the defined Emergency Period conditions, including Level 1 EOC activation and modified operational-period schedules.
- The draft labels emergency premium compensation as overtime pay for hourly employees
- The non-exempt section shifts from “non-exempt employees, including part-time employees” to “essential employees.”
- The exempt provision changes from extra straight-time pay for all emergency hours to pay at the current hourly rate for “additional hours” only.
- The new fatigue provision gives Department Directors discretion to provide paid administrative leave after the emergency.

The 2026 draft emergency pay policy is not merely an editorial update. It materially changes the activation framework and compensation language and introduces new LIUNA standby and post-emergency fatigue provisions. Sections 5 and 6 remain substantively unchanged.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

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

This policy will have a budgetary impact in the event an emergency is declared by City Council and
when the City adjusts work schedules for emergency operations. The overall impact of such
activation would vary based on the duration of event and the ability to obtain public assistance from
FEMA. Expenditures will be budgeted and approved by City Council once the cost is known if this Emergency Pay Policy is invoked..

PREVIOUS ACTION:

A previous version was approved at the regular City Council meeting on July 11, 2023 Agenda #23-401.

RECOMMENDED MOTION:

Approval of the revised Emergency Pay Policy.

Emergency Pay
Employee Handbook Policy

1. Applicability
    A. The purpose of this policy is to establish a comprehensive plan for pay, leave, and reporting requirements during an emergency declared by City Council. This policy is applied uniformly, regardless of any presidential declaration. The policy is intended to comply with Florida Statute 252.36, covering short-term situations, lasting less than seven calendar days. A disaster situation lasting more than seven calendar days will necessitate re-evaluation of this Emergency Pay Policy.
    B. Emergency Pay shall go into effect after an Emergency Declaration has been made by City Council and when the City begins the Emergency Period as defined. Emergency Pay will cease at the end of the Emergency Period or as identified by City Manager or designee.
    C. Employees may be required to report to work during an emergency. Determinations of who is required to report are made on an incident-by-incident basis and will be determined by Department Directors or designee.
    D. When a hurricane is imminent, additional staffing may be required when the Emergency Operations Center is activated to a level 1. The additional staff will be required to pre-position at their work areas waiting for the hurricane to pass as an emergency protective measure to be ready to respond immediately to damage due to the hurricane and to protect lives and public health or safety.

2. Definitions
    A. Disaster - natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in an emergency declaration.
    B. Emergency – any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
    C. Emergency Declaration - a Resolution made by City Council that a disaster or imminent disaster may exceed current purchasing policy thresholds and authorizes the City Manager or Finance Director to execute necessary response and/or recovery capabilities.
    D. Emergency Operations Center (EOC) - centralized location of emergency response and recovery support operations during incidents.
    E. Emergency Pay – Additional pay for hours worked during the emergency declaration. The Emergency Pay will be in effect during the Emergency Period. This additional pay is considered overtime pay for both salaried and hourly employees who report to work during the Emergency Period.

F. Emergency Period - duration of time during which an emergency has been declared by City Council due to a disaster; EOC is at a Level 1 and is fully staffed; and schedules have been modified to operational periods.

G. Emergency Standby Mode – Employees at work on City premises and engaged to wait to respond to damages or public health and safety during an Emergency Declaration.

H. EOC Activation Levels

Level 1 Full Scale Activation of EOC - The EOC will be fully staffed by essential personnel and all Emergency Support Functions with a role in the disaster response.

Level 2 Partial Activation of EOC – The EOC will be partially staffed with essential personnel and Emergency Support Functions with a role in the disaster response.

Level 3 Monitoring Activation of EOC – This is a monitoring phase, and this policy does not apply to this level.

I. Operational Period – Period of time scheduled for executing a given set of operational actions, typically for a twelve (12) hour duration.

J. Unforeseen Circumstances - Unanticipated event or situation that requires immediate attention and response.

3. Compensation

A. Compensation for employees not required to work:

1) Employees released from duty during their scheduled shift due to the emergency shall receive Emergency Administrative Leave with Pay for the number of scheduled work hours not worked.

2) Employees not required to work due to the emergency will receive Emergency Administrative Leave with Pay for the leave time to cover regular scheduled hours that occurred during the closure. B. Compensation for **non-exempt** employees required to work:

1) Essential non-exempt employees that are required to work during the Emergency Period will receive straight-time pay for regularly scheduled hours worked during the emergency period.

2) Essential non-exempt employees that are required to work during the Emergency Period will also receive double-time emergency pay for all hours worked outside regular scheduled hours during the emergency period which will not count as hours worked for the purpose of calculating overtime because this compensation is already considered overtime pay.

C. Both the Emergency Administrative Leave with Pay hours and the regularly scheduled hours worked will count as hours worked for the purpose of computing FLSA overtime. The Emergency Pay double time code will not count as hours worked when calculating overtime because this compensation is already considered overtime pay.

D. Compensation for **exempt** employees required to work:

1) Exempt employees will receive pay for all additional hours worked during the emergency period at their current hourly rate, in addition to their regular salary. This is considered special emergency pay that is only applicable under the Emergency Pay Policy.

4. Other Emergency Pay Criteria

A. Employees shall be compensated for sleep time and other time spent in Emergency Standby for emergency protective measures when required to report to work during the emergency period and are not permitted to leave the work site premises.

B. Hours will not be counted twice for purposes of emergency pay and overtime for the same hours worked under any terms of this policy.

C. Certain Collective Bargaining Agreement provisions, if applicable, will not apply during the defined Emergency Declaration, including, but not limited to, overtime provisions, shift differential, call-in/on call, notice of shift change, and holiday pay premium unless otherwise written in Emergency Pay Policy.

D. LIUNA Employees scheduled for standby during the emergency period who do not report to work during the Emergency Period will receive standby pay per the current LIUNA contract. Employees scheduled for standby and who report to work during the Emergency Period will not receive standby pay

E. Should a city holiday fall during an emergency period, the emergency pay policy provisions will apply, and holiday pay policies will not apply. This specifically relates to employees who would typically receive 1.5 times (or more) for working on a holiday.

F. Auto lunch deductions for non-exempt employees will be removed from the timekeeping system during the emergency pay period.

G. Employees reassigned from their regular duties during the emergency period will be paid their regular hourly rate or salary and not the pay rate for the services they are performing.

H. Preparatory activities in anticipation of a declared emergency, such as when a hurricane is approaching, or wind-down activities after a declared emergency period (storm drain clearing, debris clean-up, water main breaks, etc.) will be compensated in accordance with the regular CBA and/or policy provisions.

I. To ensure employee safety, paid administrative leave may be provided at the discretion of the Department Director for all or part of an employee's next shift following an emergency period to address fatigue.

5. Additional Policy Criteria
   A. Employees who are required to work and fail to report for work during an emergency period shall be subject to disciplinary action, up to and including termination.
   B. Employees who are on a non-work status both immediately before and after the City was closed, such as may be the case for Workers' Compensation claimants, those performing military duty, those on Family Medical Leave, or other applicable leaves, shall remain in that status and not be required to report to work rather than receiving Emergency Administrative Leave with pay.
   C. An employee, who is on approved vacation and/or sick leave and is not required to report to work for the emergency, shall be charged the leave for which they were previously approved and will not receive emergency pay for the emergency period.
   D. An employee who is on a regularly scheduled day off and is not required to report to work will not receive emergency pay for the emergency period.
   E. The City Manager or designee shall have the authority to cancel some or all approved leave.
   F. In some cases, an early dismissal may be granted to allow employees time to prepare their personal homes and families for such expected emergency event. The dismissal time(s) may vary by department. This time will not count as hours worked. Employees who depart before the time set for dismissal may be charged appropriate accrued leave in accordance with paid time off policies.
   G. With prior authorization from Department Directors, any employee who is unable to report to work during a declared State of Emergency may use personal leave, vacation leave, or sick leave (supported by a physician's statement) to compensate for the time missed. Requests from employees to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift.
6. Payroll Instructions
   A. All hourly employees who report during the emergency period are required to record and approve their time. LIUNA and General employees will sign their time in WFM. Police and Fire will utilize Telestaff and/or physical timesheets. B. Time punches shall not be deleted from the timekeeping system at any time.

Emergency Pay
Employee Handbook Policy

C. Follow codes and descriptions below for assistance with timecard coding:

Hours Code (GF/UT)	Code Description	Use of Code
HD	Emer Admin Leave	Pay for employees to cover regular scheduled hours who are at home during closure.
47/97	Emergency Pay Str	Non-Exempt: Replace Regular Pay code with this code for regular scheduled hours. Exempt: Add line for all hours worked for emergency pay.
45/95	Emer Dbl Pay	Non-Exempt: Add line for all hours worked for emergency pay during emergency period.

Emergency Pay
Employee Handbook Policy

1. Applicability
   A. The purpose of this policy is to establish a comprehensive plan for pay, leave, and reporting requirements during an emergency declared by City Council. This policy is applied uniformly, regardless of any presidential declaration. The policy is intended to comply with Florida Statute 252.36, covering short-term situations, lasting less than seven calendar days. A disaster situation lasting more than seven calendar days will necessitate re-evaluation of this Emergency Pay Policy.
   B. Emergency Pay shall go into effect after an Emergency Declaration has been made by City Council and when the City begins the Emergency Period as definedadjusts work schedules for Emergency Operations. Emergency Pay will cease when schedules return to regular shiftsat the end of the Emergency Period or as identified by City Manager or designee.
   C. Employees may be required to report to work during an emergency. Determinations of who is required to report are made on an incident-by-incident basis and will be determined by Department Directors or designee.
   D. When a hurricane is imminent, additional staffing may be required when the Emergency Operations Center is activated to a level 1. The additional staff will be required to pre-position at their work areas waiting for the hurricane to pass as an emergency protective measure to be ready to respond immediately to damage due to the hurricane and to protect lives and public health or safety.

2. Definitions
   A. Disaster - natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in an emergency declaration.
   B. Emergency – any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
   C. Emergency Declaration - a Resolution made by City Council that a disaster or imminent disaster may exceed current purchasing policy spending thresholds and authorizes the City Manager or Finance Director to execute necessary response and/or recovery capabilities.
   D. Emergency Operations Center (EOC) - centralized location of emergency response and recovery support operations during incidents.
   E. Emergency Pay – Additional pay for hours worked during the emergency declaration. The Emergency Pay will be in effect during the Emergency Period. This additional pay is considered overtime pay for both salaried and hourly employees who report to work during the Emergency PeriodEmergency Standby Mode – Employees at work on City premises and engaged to wait to

respond to damages or public health and safety during an Emergency Declaration.

F. EOC Activation Levels

Level 1 Full Scale Activation of EOC - The EOC will be fully staffed by essential personnel and all Emergency Support Functions with a role in the disaster response.

Level 2 Partial Activation of EOC – The EOC will be partially staffed with ~~necessary~~ essential personnel and Ee~~e~~mergency Ss~~s~~upport Ff~~f~~unctions with a role in the disaster response.

Level 3 Monitoring Activation of EOC – This is a monitoring phase and this policy does not apply to this level.

I. Operational Period – Period of time scheduled for executing a given set of operational actions, typically for a twelve (12) hour duration.

J. Unforeseen Circumstances - Unanticipated event or situation that requires immediate attention and response.

3. Compensation

A. Compensation for employees not required to work:

1) Employees released from duty during their shift due to the emergency shall receive Emergency Administrative Leave with Pay for the number of scheduled work hours not worked.

2) Employees not required to work due to the emergency will receive Emergency Administrative Leave with Pay for the leave time to cover regular scheduled hours that occurred during the closure.

B. Compensation for non-exempt employees required to work:

~~1)~~ Essential non-exempt employees that are required to work during the Emergency Period will receive s~~S~~traight-time pay for regularly scheduled hours worked during the emergency period. ~~(overtime pay)Non-exempt employees, including part-time employees, will be paid at straight time for their regularly scheduled hours worked during the emergency.~~

2) Essential non-exempt employees that are required to work during the Emergency Period will receive dDouble-time emergency pay for all hours worked outside regular scheduled hours during the emergency period ~~(overtime pay).~~ which will not count as hours worked for the purpose of calculating overtime because this compensation is already considered overtime pay.

3)

3) ~~Non-exempt employees, including part-time employees, will also receive double-time emergency pay for all hours worked during the emergency period.~~

C. Both the Emergency Administrative Leave with Pay hours and the regularly scheduled hours worked will count as hours worked for the purpose of computing FLSA overtime. The Emergency Pay double time code will not count as hours worked when calculating ~~for the purposes of the computing~~ overtime because this compensation is already considered overtime pay~~compensating above overtime~~.

D. Compensation for exempt employees required to work:

1) Exempt employees will receive ~~straight-time~~ pay for all additional hours worked during the emergency period at their current hourly rate, in addition to their regular salary. This is considered special emergency pay that is only ~~allowable under~~ applicable under the Emergency Pay Policy.~~employees will be paid straight time for all hours worked during the emergency in addition to their normal salary schedule.~~

4. Other Emergency Pay Criteria

A. Employees shall be compensated for ~~S~~sleep time and other time spent in an Emergency Standby for emergency protective measures ~~shall be included as hours worked for employees who are~~when required to report to work during the emergency period and are not permitted to leave the work site premises ~~during the emergency period~~.

B. Hours will not be counted twice for purposes of emergency pay and overtime for the same hours worked under any terms of this policy.

C. Certain Collective Bargaining Agreement provisions, if applicable, will not apply during the defined Emergency Declaration, including, but not limited to, overtime provisions, shift differential, ~~LIUNA standby pay,~~ call-in/on-call, notice of shift change, and holiday pay premium unless otherwise written in Emergency Pay Policy.

~~C.~~D. LIUNA Employees scheduled for ~~on~~ standby during the emergency period who do not report to work during the Emergency Period will receive ~~two hours~~ standby pay ~~per day~~ per the current LIUNA contract~~for standby~~. Employees scheduled for d~~S~~tandby ~~employees~~ and who report to work during the Emergency Period will not receive standby pay ~~during the time they are working during the emergency period.~~

~~D.~~E. Should a City ~~observed~~ Holiday fall during an emergency period, the emergency pay policy provisions will apply and holiday pay policies will not apply. This specifically relates to employees who would typically receive 1.5 times (or more) for working on a holiday.

~~E.~~F. Auto lunch deductions for non-exempt employees will be removed from ~~Kronos~~ the timekeeping system during the emergency pay period.

~~F.~~G. Employees reassigned from their regular duties during the emergency period will be paid their regular hourly rate or salary and not the pay rate for the services they are performing.

H. Preparatory activities in anticipation of a declared emergency, such as when a hurricane is approaching, or wind-down activities after a declared emergency period (storm drain clearing, debris clean-up, water main breaks, etc.) will be compensated in accordance with the regular CBA and/or policy provisions.

~~G.~~I. To ensure employee safety, paid administrative leave may be provided at the discretion of the Department Director for all or part of an employee's next shift following an emergency period to address fatigue.

5. Additional Policy Criteria
   A. Employees who are required to work and fail to report for work during an emergency period shall be subject to disciplinary action, up to and including termination.
   B. Employees who are on a non-work status both immediately before and after the City was closed, such as may be the case for Workers' Compensation claimants, those performing military duty, those on Family Medical Leave, or other applicable leaves, shall remain in that status and not be required to report to work rather than receiving Emergency Administrative Leave with pay.
   C. An employee, who is on approved vacation and/or sick leave and is not required to report to work for the emergency, shall be charged the leave for which they were previously approved and will not receive emergency pay for the emergency period.
   D. An employee who is on a regularly scheduled day off and is not required to report to work, will not receive emergency pay for the emergency period.
   E. The City Manager or designee shall have the authority to cancel some or all approved leaves.
   F. In some cases, an early dismissal may be granted to allow employees time to prepare their personal homes and families for such expected emergency event. The dismissal time(s) may vary by department. This time will not count as hours worked. Employees who depart before the time set for dismissal ~~are~~ may be charged appropriate accrued leave in accordance with paid time off policies.
   G. With prior authorization from Department Directors, any employee who is unable to report to work during a declared State of Emergency may use personal leave, vacation leave, or sick leave (supported by a physician's statement) to compensate for the time missed. Requests from ~~by~~ employees

to be excused from work must be arranged in advance of the emergency or, in the case of unforeseen circumstances, reported to the appropriate authority as soon as possible prior to the beginning of the employee's work shift.

6. Payroll Instructions
   A. All hourly employees who report during the emergency period are required to ~~punch in/out in the timekeeping system.~~ record and approve their time. LIUNA and General employees will sign their time in WFM. Police and Fire will utilize Telestaff and/or physical timesheets.
   B. Time punches shall not be deleted from the timekeeping system at any time.
   C. Follow codes and descriptions below for assistance with timecard coding:

Hours Code (GF/UT)	Code Description	Use of Code
HD	Emer Admin Leave	Pay for employees to cover regular scheduled hours who are at home during closure.
47/97	Emergency Pay Str	Non-Exempt: Replace Regular Pay code with this code for regular scheduled hours. Exempt: Add line for all hours worked for emergency pay.
45/95	Emer Dbl Pay	Non-Exempt: Add line for all hours worked for emergency pay during emergency period.

CITY COUNCIL AGENDA ITEM

Memo Date:	July 31, 2026
Agenda Date:	September 22, 2026
File ID:	2026-675
Prepared By:	Lorne Stinnett, HR Manager
Through:	Stockton Whitten, City Manager
Requested Action:	Authorize the City Manager to execute three (3) separate multi-year Agreements with P&A Group for professional services for Retiree Billing, COBRA Administration, and Flexible Spending Account (FSA) with two one-year renewals for each contract with a term commencing October 1, 2026 through September 30, 2029. Authorize the City Manager to execute renewals through September 30, 2031.

BACKGROUND:

P & A Group has provided exceptional professional services to the City of Cocoa since 2021. Our initial agreements with P&A Group were for a term of 3 years with two single year renewal options. As of September 30, 2026 all renewal options have been exhausted. The individual cost per year for each individual professional service P&A provides is within the City Manager's approval authority. This request of City Council is to permit the City Manager to execute three separate three (3) year agreements with P&A group to continue providing Retiree Billing, COBRA Administration, and Flexible Spending Account (FSA) Administration. Each individual agreement permits renewal two-one year renewal options. Authorization is also requested for the City Manager to execute any contract renewals through the September 30, 2026.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Pending budget adoption

Source/Use of Funds
FY 2027 - 2030 Budget

	Account Number	Amount
FSA	001-1600-513.31-00	$6615.00
Ret. Billing & COBRA	001-1600-513.31-00	$7000.00

PREVIOUS ACTION:

City Converted to P&A Group in 2021

RECOMMENDED MOTION:

Authorize the City Manager to Execute Three separate multi-year Agreements with P&A Group for professional services for Retiree Billing, COBRA Administration, and Flexible Spending Account (FSA) with two one-year renewals for each contract with a term commencing October 1, 2026 through September 30, 2029. Authorize the City Manager to execute renewals through September 30, 2031.



FLEXIBLE BENEFITS ADMINISTRATION SERVICES AGREEMENT

This Flexible Benefits Administration Services Agreement ("**Agreement**") made effective as of October 1, 2026 (the "**Effective Date**"), by and between City of Cocoa, 65 Stone Street, Cocoa, Florida 32922 (the "**Employer**"), and **P&A ADMINISTRATIVE SERVICES, INC.**, 6400 Main Street, Suite 210, Williamsville, NY 14221 ("P&A").

WITNESSETH:

WHEREAS, the Employer maintains a cafeteria plan as defined in Section 125 of the Internal Revenue Code of 1986, as amended (the "**Code**"), for its eligible employees (the "**Plan**"); and

WHEREAS, the Employer desires to retain P&A to provide administrative services with respect to the Plan, and P&A desires to provide such services upon certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, covenant and agree as follows:

1. **Services.** P&A shall provide the following services with respect to the Plan:

    a. Prepare Plan documents, including: (i) the Plan Document, as of the Effective Date, and any subsequent amendments or restatements thereto; and (ii) the Summary Plan Description, which is a summary of the Plan for distribution to employees eligible to participate in the Plan ("Participants"), and any subsequent amendments or restatements. At the time provided to the Employer, such documents shall conform in all respects with applicable laws and regulations governing the Plan;

    b. With the assistance of the Employer, enroll Participants in the Plan;

c. Provide to each Participant who elects benefits under the Plan's Medical Expense Reimbursement Account benefit option or Dependent Care Assistance Account benefit option an electronic payment card that may be used to pay expenses that are eligible for reimbursement under that benefit option, and such additional cards for use by family members of the Participant as he or she reasonably shall request;

d. Substantiate the eligibility of expenses paid by use of an electronic payment card to the extent required by applicable law;

e. Provide Participants who have elected flexible spending account benefits under the Plan with a form to use in submitting flexible spending account claims;

f. Review and, when authorized by the Plan and by applicable law, approve flexible spending account claims;

g. From time to time, notify the Employer of the aggregate amount of funds needed from the Employer to pay pending approved claims and receive said funds as transmitted by the Employer;

h. Pay approved flexible spending account claims from funds made available by the Employer for that purpose. Claims shall be paid by check or, where authorized by a claimant, by direct electronic deposit to a bank account of the claimant;

i. Provide with each flexible spending account claim paid by check a statement of the Participant's remaining account balance under the flexible spending account from which the payment has been made;

j. Before the end of each Plan Year of the Plan as described in the Plan document (the "**Plan Year**"), provide to each Participant who elected any flexible spending account benefits for that Plan Year a statement setting forth each of his or her flexible spending account balances and advise of the potential forfeiture of any balances not used to reimburse the Participant for eligible expenses incurred prior to the end of that Plan Year;

k. Perform such benefits discrimination testing as P&A shall deem necessary to assure the Plan's continuing compliance under Code Section 125; and

l. Prepare any annual return (Form 5500 Series or equivalent) required by applicable federal law with respect to the Plan for filing by the Employer with respect to each Plan Year ending prior to the termination of this Agreement.

2. **Compensation.** As compensation for the services rendered hereunder, the Employer shall pay P&A such fees as are set forth in Schedule A attached hereto and made a part hereof. P&A may modify this fee schedule as of the beginning of any Plan Year commencing on or after the initial term of the Agreement (as the period after the initial term is described in Section 5 below). P&A shall notify the Employer in writing of any modification to the fee schedule not less than ninety (90) days before the beginning of the Plan Year in which the modification is to become effective. Should the Employer be unwilling to accept any such modification, it may terminate this Agreement upon sixty (60) days' written notice to P&A, as set forth in Section 5 below.

3. **Employer Responsibilities.**

   a. The Employer shall notify P&A in writing of any event or occurrence that affects the group of employees who are eligible for reimbursement of expenses under the Plan (e.g., hiring of a new employee, termination of an employee, change in hours worked) as soon as is reasonably practicable.

   b. The Employer shall provide P&A on a timely basis with such other information as P&A reasonably shall request in furtherance of its responsibilities hereunder as soon as is reasonably practicable.

   c. The Employer shall provide P&A with the funds necessary to pay all claims that qualify for reimbursement under the Plan. P&A shall not be obligated to advance funds to the Employer for this purpose.

   d. The Employer shall be responsible for assuring that withholding from its payroll is consistent in all respects with salary reduction elections made under the Plan and for preparing Forms W-2 that reflect benefits that were received by Participants during the reporting year to the extent required by law.

4. **Responsibilities of the Parties and Indemnification.**

a. The responsibilities and liabilities of P&A are only those set forth herein, and no others shall be implied. P&A shall have no duty or authority to make, or to compel the Employer to make payment of any benefit under the Plan. Except for its own misconduct or negligence, P&A shall not indemnify the Employer or any other provider of benefits under the Plan, with respect to its liability to pay benefits to Participants.

b. Except for its own misconduct or negligence, neither P&A nor any of its officers, directors, or employees, nor any agent of or counsel for any of the foregoing, shall be liable to anyone at any time interested in the Plan, for any act or omission in providing services hereunder. P&A shall indemnify and hold harmless the Employer from any claim, liability, obligation or charge arising out of P&A's misconduct, negligence or other wrongdoing in connection with activities or responsibilities arising out of or relating to this Agreement. The Employer shall indemnify and hold harmless P&A from any claim, liability, obligation or charge arising out of the Employer's misconduct, negligence or other wrongdoing in connection with activities or responsibilities arising out of or relating to this Agreement.

5. **Term; Termination.**

a. The initial term of this Agreement shall be for Three (3) Contract Years commencing on the Effective Date. Thereafter, this Agreement may be renewed upon mutual agreement of the Parties for two additional Contract Years upon the same terms as provided herein. Notwithstanding the foregoing, this Agreement shall terminate (a) automatically if either party is adjudicated a bankrupt or suffers appointment of a temporary or permanent receiver, trustee or custodian for all or a substantial part of their assets, which shall not be discharged within thirty (30) days of appointment, or makes an assignment for the benefit of creditors, or (b) after written notice by one party of the other party's material breach of, or material failure to perform, its obligations hereunder unless such breach or failure is cured within ten (10) days of said notice. Any notice of breach must provide all such details as are known to the non-breaching party regarding the nature of the other party's alleged breach, the specific obligation hereunder to which the alleged material breach relates, the approximate date on which the alleged breach occurred and the identity of any personnel of the other

party that were involved. Failure to provide such detail shall render said notice null and void for purposes of this Agreement.

b. Should the Employer cause this Agreement to be terminated other than in accordance with the preceding paragraph, the Employer shall immediately become obligated to pay P&A as liquidated damages an amount equal to seventy-five (75%) percent of the fees that would have been due had the Agreement remained in effect for the period (i) commencing on the date next following the date on which the Agreement prematurely was or will become terminated, and (ii) ending on the earliest date as of which the Employer properly could have terminated the Agreement by giving the advance notice prescribed hereunder on the date the Employer first notified P&A in writing of the Employer's intention to terminate the Agreement ("Liquidated Damages Amount"). For purposes of calculating the Liquidated Damages Amount, the fees due to P&A hereunder for services it provided in the month preceding the month within which P&A first was notified of the premature termination of the Agreement shall be the fees due for each month during the period described in the preceding sentence.

6. **Confidentiality.** All books and records, including the data therein, pertaining to each party which may come into the hands of the other are to be treated as confidential and private records, and the other party shall not disclose information from such records unless it is required by law or authorized by the initial party in writing prior to such disclosure. Both parties reserve the right to control the use of any of their symbols, trademarks, computer programs and service marks currently existing or hereafter established. Both parties agree that they will not use the computer programs work, symbols, trademarks, service marks, or other devices of the other in advertising, promotional material, or otherwise and will not advertise or display such devices without the prior written consent of the other party. In addition, both parties further agree that any such work, symbols, trademarks, service marks, or other devices furnished by one party to the other shall remain the property of the initial party and shall be returned by the other party upon demand of the initial party upon termination of this Agreement.

7. **HIPAA Compliance.** The parties hereto acknowledge that they have entered into a separate Business Associate Agreement of even date herewith, and agree that

said Business Associate Agreement and all of the obligations and rights of the parties thereunder shall be incorporated herein by reference.

8. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, contractors, agents, successors and assigns.

9. **Integration.** By their making of this Agreement, the parties hereto hereby acknowledge that this Agreement supersedes any previous understandings between them with respect to all matters contained herein and contains the entire understanding and agreement between them with respect to all matters contained herein and cannot be amended, modified or supplemented except by a subsequent written agreement entered into by both parties.

10. **Subcontracting.** P&A shall not subcontract any portion of this Agreement without the prior written approval of the Employer, which written approval shall not be unreasonably withheld.

11. **Non-Exclusive Arrangement.** Nothing contained herein shall be construed to prevent either party from independently operating or participating in any other agreement concerning plan administration services independent and unrelated to the services and obligations of the parties pursuant to this Agreement.

12. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed as a waiver of a breach or violation of any other provision of this Agreement or of any subsequent breach or violation thereof.

13. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

14. **Governing Law.** This Agreement is made in and shall be construed pursuant to the laws of the State of New York, to the extent that the law of the State of New York is not superseded by federal law.

15. **Enforcement.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret any one or more of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and

necessary disbursements in addition to any other relief to which such party may be entitled.

16. **Notice.** Any notice hereunder by either party shall be deemed to have been duly given three (3) business days after mailing, and shall be given by fax and by being mailed in any post office or post office box maintained by the United States Postal Service, enclosed in a postage paid envelope, registered or certified mail, return receipt requested, addressed to the party to whom or which notice is intended to be given at such party's address as stated above or to such other address as each party shall specify in writing to the other.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

City of Cocoa

BY:_____

Name:

Title:

P&A ADMINISTRATIVE SERVICES, INC.

BY:_____

Name: Steve Brostko

Title: Vice President, Sales & Marketing



SCHEDULE A – FEES

The Employer will pay to P&A:

1. ***INSTALLATION FEE.*** **$0.00**

2. ***ADMINISTRATION FEES.*** Administration fees for each calendar month commencing while this Agreement remains in effect.

After open enrollment of Plan Participants has been completed for each Plan Year, P&A shall determine if an Annual Minimum Fee in the amount of **$1,250.00** is due with respect to that Plan Year. This Annual Minimum Fee shall be due only if the following total is less than **$1,250.00**: The number of Plan Participants who enrolled in any of the Plan's Flexible Spending Account options during open enrollment multiplied by **$3.60** (the per Participant monthly fees described below) then multiplied again by 12 months.

If it is determined, with respect to a particular Plan Year, that the Annual Minimum Fee provision above does not apply, P&A shall, during the second month of this Agreement, begin to provide the Employer with invoices for administrative fees on a monthly basis. The fees for a given month shall equal **$3.60** for each individual who was eligible for the reimbursement of expenses under any of the Plan's Flexible Spending Account Options as of the first day of the preceding month on account of a salary reduction agreement in effect on that date or otherwise, including (i) any individual who, on that date, would have been eligible for reimbursement under any Flexible Spending Account option but for the fact that he or she previously was reimbursed for the full amount of his or her benefit election for the Plan Year; (ii) any individual whose eligibility to make additional salary reduction contributions to the Plan had terminated prior to that date but who, on that date, remained eligible to submit post-termination run-out claims under the terms of the Plan; and (iii) any

individual who had elected COBRA coverage prior to that date and whose COBRA coverage remained in effect on that date.

If it is determined that an Annual Minimum Fee is due with respect to a particular Plan Year, the Annual Minimum Fee shall be due and payable within thirty (30) days after P&A provides the Employer with an invoice with respect to same. Once paid, this Annual Minimum Fees shall be credited against the Employer's obligation for monthly fees as determined in accordance with the preceding paragraph and P&A shall not provide an invoice for any monthly fees until the total of all such fees accrued to date exceeds the amount of the Annual Minimum Fee.

Monthly fees shall be due and payable within thirty (30) days after P&A provides the Employer with an invoice with respect to the same.

3. ***ANNUAL REPORT PREPARATION.*** $300.00 for each annual return (Form 5500 Series or equivalent) that is prepared by P&A pursuant to Section 1 of this Agreement.

4. ***REQUESTED ADDITIONAL SERVICES AND MATERIALS.*** For such services and materials requested by the Employer that are in addition to the services and materials described in Section 1 of this Agreement, P&A shall be entitled to such additional compensation from the requesting party as is mutually agreed upon by the requesting party and P&A.

5. ***MAILING EXPENSES.*** The cost of any mailing required under the Agreement the rate for which exceeds the first-class rate charged by the U.S. Post Office.

6. ***RECOUPMENT OF PENALTIES AND FEES.*** The amount of any penalty or like fee that is imposed on P&A as a result of any action or inaction by the Employer or by the employees or other agents of the Employer with respect to the administration of the Plan, including but not limited to returned check charges or ACH rejection fees.

P&A shall be entitled to immediately recoup any such penalty or fee from the Employer after giving the Employer written notice that P&A has paid such amount.

Note: Should the Employer elect to change the terms of the Plan or should changes in applicable laws necessitate changes to the Plan documents, P&A will provide the Employer with a quote as to the cost of having P&A make the document changes.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that P&A Administrative Services, Inc. (Company) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of P&A Administrative Services, Inc.'s (Company) proof of registration in the E-Verify system is attached to this Affidavit.

(signature)

Print Name: Steve Brostko

Date: 8.31.2026

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this August 31, 2026 (date) by Steve Brostko, Vice President, Sales & Marketing (name,title) P&A Administrative Services, Inc. (Company), a New York (state of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced License (type of identification) as identification.

[Notary Seal] Notary Public

Cheryl L. Gretzler

Name typed, printed or stamped

My Commission Expires: January 7, 2027

CHERYL L GRETZLER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GR6385617
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES JANUARY 7, 2027

An official website of the United States government Here's how you know

E-Verify Menu

Company Location: P&A Administrative Services, Inc.

P&A Administrative Services, Inc. Profile ACTIVE

Company Information

Company Name
P&A Administrative Services, Inc.

Doing Business As (DBA) Name
P&A Group

Company ID
1742499

Enrollment Date
Sep 27, 2021

Employer Identification Number (EIN)
161324521

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
100 to 499

NAICS Code
561

Sector
Administrative and Support and Waste Management and Remediation Services

Subsector
Administrative and Support Services

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Points of Contact

Name	Number	Ext	Email	Signatory	Last Updated
Tessa Asel	(716) 362-5438		aselt@padmin.com	No	09/02/26
Tanya Schneerer	(716) 200-4765		schneerert@padmin.com	No	09/02/26

Rows Per Page 5

1

Edit Points of Contact

Company Addresses

Physical Address

Hiring Sites

Number of Hiring Sites

6400 Main Street
Suite 210
Williamsville, NY 14221

1

View/Edit Hiring Sites

Mailing Address

Same as Physical Address

Edit Company Addresses

Company Access

P&A Administrative Services, Inc. is configured to:

Verify Its Own Employees

Have Employees Managed and Verified by My Company

Memorandum of Understanding

View Current MOU

City of Cocoa Additional Terms and Conditions

Additional terms apply to the agreement between the City of Cocoa ("OWNER") and the Service Provider identified below. All terms and conditions herein are agreed upon by both parties, attached by reference to the specified agreement or proposal from P&A ADMINISTRATIVE SERVICES, INC ("SERVICE PROVIDER"), for Flexible Benefits Administration dated June 1, 2026 and take precedence in the case of a conflict.

1. **Payment** –
   Payments will be made in accordance with Florida Statutes Chapter 218 Local Government Prompt Payment Act.

2. **Indemnification**
   SERVICE PROVIDER shall indemnify and hold harmless the OWNER, its officers, employees, agents, and city attorneys (individually and in their official capacity, from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of SERVICE PROVIDER and persons employed or utilized by SERVICE PROVIDER in the performance of this Agreement.

   SERVICE PROVIDER specifically assumes potential liability for actions brought by SERVICE PROVIDER'S own employees against the OWNER and, solely for the purpose of this indemnification and defense, SERVICE PROVIDER specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties

   The indemnification provided above shall obligate the SERVICE PROVIDER to defend at its own expense or to provide for such defense, at the option of the OWNER, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER or its officers, employees, and city attorneys which may covered by this indemnification. In all events the OWNER and its officers, employees, and city attorneys shall be permitted to choose legal counsel of its sole choice, the fees for which shall be reasonable and subject to and included with this indemnification provided herein

   In consideration of the SERVICE PROVIDER's indemnity obligations, OWNER specifically agrees to pay the SERVICE PROVIDER the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) or ONE PERCENT (1%) OF THE CONTRACT SUM WHICHEVER IS GREATER. The SERVICE PROVIDER acknowledges receipt of the specific consideration for SERVICE PROVIDER's indemnification of OWNER and that the specific consideration is included in the original Contract Price allocated by SERVICE PROVIDER among all pay items - receipt of which is acknowledged.

   The indemnity provisions set forth in this Paragraph shall survive termination of this Agreement.

3. **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 SERVICE PROVIDER and its independent contractors and associates related, directly or indirectly, to this Agreement, may be deemed to be a Public Record whether in the possession or control of the OWNER or the SERVICE PROVIDER. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the SERVICE PROVIDER is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the OWNER's City Manager. Upon request by the OWNER, the SERVICE PROVIDER shall promptly supply copies of said public records to the OWNER. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the SERVICE PROVIDER be open and freely exhibited to the OWNER for the purpose of examination and/or audit. Failure by SERVICE PROVIDER to grant such access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the OWNER upon delivery of a written notice of cancellation. If SERVICE PROVIDER fails to comply with this Section, and the OWNER must enforce this Section, or the OWNER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE PROVIDER's failure to comply with this Section, the OWNER shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the OWNER shall also be entitled to reimbursement of all attorneys' fees and damages which the OWNER had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

The SERVICE PROVIDER acknowledges that the OWNER is a Florida municipal corporation and subject to the Florida Public Records Law. SERVICE PROVIDER agrees that to the extent any document produced by SERVICE PROVIDER under this Agreement constitutes a Public Record; SERVICE PROVIDER shall comply with the Florida Public Records Law.

4. **Venue**
   a. MEDIATION/VENUE - The parties agree that should any dispute arise between them regarding the terms or performance of this Agreement, both parties will participate in mediation. The parties agree to equally share the cost of the mediator. Should the parties fail to resolve their differences through mediation, then any cause of action filed hereunder shall be filed in the Circuit or County Court for Brevard County, Florida.
   b. GOVERNING LAW & VENUE - This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

5. **Insurance Requirements**

   1. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the Service Provider's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

Commented [TV1]: This is not an FDOT project

2. COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Service Provider's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

3. AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS (ONLY IF SERVICE PROVIDER MUST APPEAR PHYSICALLY ON OWNER PROPERTY):

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

4. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

5. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

6. **E-Verify**

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City Service Providers shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. City Service Providers must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Service Provider stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The City Service Provider shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the City Service Provider utilizes Subcontractors the following shall apply:

a. Service Provider shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.

b. Service Provider shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

c. Service Provider shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

7. **Trafficking**

As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the Service Provider does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a. **Definition of "Coercion":** "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. **Definition of "Labor":** "Labor" means that work of economic or financial value.

c. **Definition of "Services":** "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Service Provider understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

8. **Entities of Foreign Countries of Concern:**

Service Provider certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

CITY OF COCOA

By: _____

Date: _____

ATTEST:

_____
Monica Arsenault, City Clerk

SERVICE PROVIDER

P&A Administrative Services, Inc.

By: _____
Print name/title: Steve Brostko, Vice President, Sales & Marketing

Date: 8/31, 2026

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as Vice President, Sales & Marketing (Role) of P&A Administrative Services, Inc. (Company).

3. P&A Administrative Services, Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Steve Brostko, Vice President, Sales & Marketing (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

P&A Administrative Services, Inc.

NAME OF BUSINESS ENTITY

SIGNATURE

Steve Brostko, Vice President, Sales & Marketing

TYPE NAME AND TITLE

RETIREE BILLING SERVICES AGREEMENT

This Agreement (the "Agreement") made effective as of June 1, 2026 (the "Effective Date"), by and between City of Cocoa, 65 Stone Street, Cocoa, Florida 32922 (the **"Employer"**), and **P&A ADMINISTRATIVE SERVICES, INC.**, 6400 Main Street, Suite 210, Williamsville, NY 14221 (**"P&A"**).

W I T N E S S E T H:

WHEREAS, the Employer maintains one or more group health plans for the benefit of its eligible retired employees, and

WHEREAS, the Employer desires to engage P&A to assist the Employer in providing group health plan benefits to certain retired employees of the Employer, and P&A desires to provide such services upon certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, covenant and agree as follows:

1. Retiree Billing Services. P&A shall provide the following services with respect to each retired employee of the Employer who has coverage under any group health plan or coverage option listed on Schedule A (a "Retiree"):

a. P&A shall send correspondence to each Retiree describing P&A's role in the administration of the Plan, billing and collection process, acceptable payment methods, and P&A customer contact information, and any other information requested by the Employer;

b. With respect to each person who is a Retiree on the Effective Date, P&A shall receive by electronic download from the Employer the information that P&A deems necessary to discharge its responsibilities under this Agreement, including but not limited to name, address, Social Security number, plan information, coverage information (including information for covered dependents) and costs,

and shall enter that information into P&A's administrative software system to create an electronic file with respect to the Retiree;

c. With respect to each individual who becomes a Retiree after the Effective Date, P&A shall receive from the Employer his or her enrollment form and shall enter the pertinent data from the form into a electronic file;

d. P&A shall forward to each Retiree a monthly bill for the Retiree's share of the cost of his or her Retiree insurance coverage for the ensuing month and shall send monthly late notices to any Retiree who fails to timely remit to P&A the monies due under any such bill;

e. P&A shall collect from Retirees the monies billed for, and shall forward all the monies collected to the Employer with appropriate instructions to pay insurance carriers and any other providers of Retiree coverage; and

f. Should a Retiree fail to make any premium payment for insurance coverage that he or she has been receiving by the deadline for same, P&A shall notify the provider of that coverage and the Employer that the coverage is to be canceled due to the non-payment of premiums.

2. ***Employer Responsibilities.***

a. The Employer shall notify P&A as soon as possible, but not later than thirty (30) days, following the occurrence of any of the following events:

   I. the commencement of coverage for any Retiree; or

   II. the death of a Retiree or a loss of benefit eligibility for any other reason.

      1. Such notification shall be made by mailing, faxing, emailing or other electronic transfer in a format mutually agreed upon, using forms provided by P&A for this purpose.

b. The Employer shall promptly and accurately furnish to P&A such information as P&A reasonably deems necessary or appropriate for the discharge of its responsibilities hereunder.

3. ***Compensation.***

a. As compensation for the services rendered hereunder, the Employer agrees to pay P&A any such fees as are described on the fee schedule set forth at Schedule B hereto. P&A may modify this fee schedule as of the beginning of any Contract Year commencing after the Effective Date. For purposes of this Agreement, the term "Contract Year" means the period beginning on the Effective Date and ending one year later and each subsequent one-year period beginning

on an anniversary of the Effective Date. P&A shall notify the Employer in writing of any modification to the fee schedule not less than ninety (90) days before the beginning of the Contract Year in which the modification is to become effective.

b. Should the Employer desire any services or materials that are in addition to the services described in Section 1, it shall request those services in writing. P&A shall be entitled to such additional compensation from the Employer for those additional services as is mutually agreed upon by the requesting party and P&A.

4. Limitation on P&A's Obligations. P&A shall have no obligation under this Agreement or otherwise to verify the accuracy or completeness of any information furnished by the Employer to P&A. P&A shall not provide legal counsel or tax advice to the Employer, and any advice furnished by P&A to the Employer regarding any provision of any law providing for the continuation of group health coverage should not be relied upon by Employer prior to consulting with its own legal advisors. P&A shall not be responsible for any action or inaction regarding COBRA administration that occurred prior to the commencement of this Agreement, or that results from the Employer's failure to notify P&A on a timely basis regarding a qualifying event, or that occurs after the termination of the Agreement.

5. Release and Indemnification.

a. P&A shall be liable for and shall protect, hold harmless and indemnify the Employer and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by the Employer or its employees resulting from a breach of this Agreement or from the negligence or other tortuous conduct of P&A, any of P&A's employees or any of P&A's subcontractors arising out of the performance of its duties under this Agreement.

b. The Employer shall be liable for and shall protect and hold harmless P&A and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by P&A or its employees attributable to any breach by the Employer of its obligations, warranties or representations, including but not limited to incorrect and or incomplete information provided by the Employer or the unauthorized modification or misuse of forms provided to the Employer by P&A.

    I. P&A and Employer agree that the provisions of this Section 5 shall survive the termination of this Agreement.

6. Term and Termination. The initial term of this Agreement shall be for Three (3) Contract Years commencing on the Effective Date. Thereafter, this Agreement may be renewed upon mutual agreement of the Parties for two additional Contract Years upon the same terms as provided herein. Notwithstanding the foregoing, this Agreement shall terminate (a) automatically if either party is adjudicated a bankrupt or suffers appointment of a temporary or permanent receiver, trustee or custodian for all or a substantial part of their assets, which shall not be discharged within thirty (30) days of appointment, or makes an assignment for the benefit of creditors, or (b) after written notice by one party of the other party's material breach of, or material failure to perform, its obligations hereunder unless such breach or failure is cured within ten (10) days of said notice. Any notice of breach must provide details regarding the nature of the other party's alleged breach, the specific obligation hereunder to which the alleged material breach relates, the date on which occurred and the identity of any personnel of the other party that were involved. Failure to provide such detail shall render said notice null and void for purposes of this Agreement.

Should the Employer cause this Agreement to be terminated other than in accordance with the preceding paragraph, the Employer immediately shall become obligated to pay P&A as liquidated damages an amount equal to three months of the monthly administrative fees applicable during the month prior to the termination. For purposes of calculating this liquidated damages amount, the administrative fees due to P&A hereunder for services it provided in the month preceding the month within which P&A first was notified of the premature termination of the Agreement shall be multiplied by three (3) and paid to P&A upon the effective date of termination.

7. Confidentiality. All books and records, including the data therein, pertaining to each party and the Retirees which may come into the hands of the other are to be treated as confidential and private records, and the other party shall not disclose information from such records unless it is required by law or authorized by the initial party in writing prior to such disclosure. Both parties reserve the right to control the use of any of their symbols, trademarks, computer programs and service marks currently existing or hereafter established. Both parties agree that they will not use the computer programs, work, symbols, trademarks, service marks, or other devices of the other in advertising, promotional material, or otherwise and will not advertise or display such devices without the prior written consent of the other party. In addition, both parties further agree that any such work, symbols, trademarks, service marks, or other devices

furnished by one party to the other shall remain the property of the initial party and shall be returned by the other party upon demand of the initial party upon termination of this Agreement.

8. HIPAA Compliance. The parties hereto acknowledge that they have entered into a separate Business Associate Agreement of even date herewith, a copy of which is appended hereto as Exhibit 1, and agree that said Business Associate Agreement and all of the obligations and rights of the parties thereunder shall be incorporated herein by reference.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors and assigns.

10. Integration. By their making of this Agreement, the parties hereto hereby acknowledge that this Agreement supersedes any previous understandings between them with respect to all matters contained herein and contains the entire understanding and agreement between them with respect to all matters contained herein and cannot be amended, modified or supplemented except by a subsequent written agreement entered into by both parties.

11. Enforcement. If any action at law or in equity (including arbitration) is necessary to enforce or interpret any one or more of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

12. Notice. Any notice hereunder by a party shall be deemed to have been duly given three (3) business days after mailing, and, except as otherwise provided herein, shall be given by mailing in any post office or post office box maintained by the United States Postal Service, enclosed in a postage paid envelope, registered or certified mail, return receipt requested, addressed to the party to whom or which notice is intended to be given at such party's address as stated above or to such other address as each party shall specify in writing to the other.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

City of Cocoa	**P&A ADMINISTRATIVE SERVICES, INC.**
BY:_____	BY:_____
Name:	Name: Steve Brostko
Title:	Title: Vice President, Sales & Marketing

SCHEDULE A

EMPLOYER'S GROUP HEALTH PLANS

Cigna - *MEDICAL*
EyeMed - VISION
Cigna - DENTAL
-MEDICARE ADVANTAGE

SCHEDULE B

FEES

1. ***INSTALLATION FEE.*** **$0.00**

2. ***MONTHLY FEES.*** The Employer shall pay P&A administration fees with respect to each calendar month or portion of a calendar month during which P&A performs any of the services described herein.

During the second month of the Agreement, P&A shall begin to provide the Employer with invoices for services it provided during the preceding month. The fees for a given month shall equal **$3.50** for each person who was a Retiree as of the first day of that month. Each such invoice shall be due and payable within thirty (30) days after receipt by the Employer.

3. ***MAILING EXPENSES***. The Employer shall pay the cost of any mailing required under the Agreement the rate for which exceeds the first class rate charged by the U.S. Post Office.

4. ***PARTICIPANT FEES***. P&A reserves the right to impose a charge of $25.00 on a Retiree should a check tendered by him or her in payment of a premium be returned on account of insufficient funds. Further, if insurance coverage must be reinstated due to non-payment of premiums or other circumstances for which a Retiree is responsible, P&A may impose a charge of $30.00 on that Retiree.

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that P&A Administrative Services, Inc. (Company) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of P&A Administrative Services, Inc.'s (Company) proof of registration in the E-Verify system is attached to this Affidavit.

(signature)

Print Name: Steve Brostko

Date: 8.31.2026

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this August 31, 2026 (date) by Steve Brostko, Vice President, Sales & Marketing (name,title) P&A Administrative Services, Inc. (Company), a New York (state of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced License (type of identification) as identification.

[Notary Seal] Notary Public

Cheryl L Gretzler

CHERYL L GRETZLER
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01GR6385617
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES JANUARY 7, 2027

Name typed, printed or stamped

My Commission Expires: January 7, 2027

COBRA SERVICES AGREEMENT

This COBRA Services Agreement (the "**Agreement**") made effective as of June 1, 2026 (the "**Effective Date**"), by and between City of Cocoa, 65 Stone Street, Cocoa, Florida 32922 (the "**Employer**"), and **P&A ADMINISTRATIVE SERVICES, INC.**, 6400 Main Street, Suite 210, Williamsville, NY 14221 ("**P&A**").

WITNESSETH:

WHEREAS, the Employer maintains several group health plans for the benefit of its eligible employees; and

WHEREAS, the Employer has various obligations and responsibilities under the federal legislation commonly referred to as "COBRA" with respect to the administration of its group health plans;

WHEREAS, the Employer desires to use P&A to assist the Employer in meeting its COBRA compliance responsibilities, and P&A desires to provide such services upon certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, covenant and agree as follows:

1. COBRA Administration. P&A agrees to assist the Employer in meeting its responsibilities under the COBRA law, which requires the Employer to offer continuation coverage to certain individuals who lose coverage under one or more group health plans of the Employer. P&A shall provide this assistance by providing those administrative services described in Section 2 of this Agreement with respect to those group health plans and coverage options listed on Schedule A (collectively referred to as the "**Plan**").

2. Services to be Provided By P&A.

a. Upon execution of this Agreement by the parties, P&A shall provide the following services:
    I. P&A shall make available to the Employer electronically or by another method that is mutually agreeable to the parties (i) a COBRA procedures manual, and (ii) forms for the Employer to use in providing information to P&A pursuant to subsections 3b. and 3c. of this Agreement;
    II. With respect to each former employee and other individual receiving COBRA continuation coverage under the Plan (a **"COBRA Continuant"**) on the Effective Date, P&A shall receive by electronic download from the Employer, the information that P&A deems necessary to discharge its responsibilities under this Agreement, including but not limited to name, address, Social Security number, plan information, coverage information (including information for covered dependents) and costs, and enter that information into P&A's administrative software system to create an electronic file with respect to the subject matter of this Agreement; and
    III. P&A shall send correspondence to each such COBRA Continuant explaining P&A's role in the COBRA administration of the Plan.
b. Within ninety (90) days after an employee of the Employer first becomes covered by the Plan, P&A shall send by first class mail a notice addressed to the employee and to any spouse of the employee who also is covered by the Plan informing them of their rights and responsibilities under the COBRA law (an "**Initial COBRA Notice**").
c. P&A shall review any notice stating that a Qualifying Event for COBRA purposes has occurred with respect to coverage under the Plan. For purposes of this Agreement, the term "Qualifying Event" shall have the meaning ascribed to it by Section 4980B(f)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**") or any successor provision of law. If such notice is determined to have been timely provided and the occurrence of a Qualifying Event is confirmed, P&A shall provide the following services with respect to each of those individuals who has become entitled to COBRA continuation coverage as a result of that Qualifying Event (a "**Qualified Beneficiary**"):
    I. P&A shall mail to the attention of the Qualified Beneficiary a COBRA election package consisting of a notice notifying him or her that he or she has the right to elect to continue his or her Plan coverage on the terms described in the notice (a "**COBRA Election Notice**"); a form that may be used to elect continuation coverage; and any enrollment forms that must be

completed to satisfy the requirements of any insurance company, Health Maintenance Organization or other entity that will provide elected COBRA coverage (a "**Coverage Provider**"). A third-party administrator for a self-insured plan or benefit option shall be deemed the Coverage Provider with respect thereto, and the Employer shall be deemed the coverage Provider for a self-insured plan or benefit option that is self-administered by the Employer;

II. If the Qualified Beneficiary elects COBRA continuation coverage by completing and returning the aforementioned election form and any applicable enrollment forms and timely pays his or her initial COBRA premium, P&A shall forward his or her enrollment form information to the Coverage Providers that will be providing the elected coverage;

III. P&A shall send to the Qualified Beneficiary who has elected COBRA continuation coverage (a "**COBRA Continuant**"), a bill with respect to each month of the elected coverage, and shall send a second bill should the COBRA Continuant fail to timely pay the original bill by its stated due date. The billed amount shall be 102 percent of the "applicable premium" (one hundred and ten (110%) percent with respect to coverage extended from 18 months to 29 months due to disability, unless a different percentage is mutually agreed upon by the parties) within the meaning of Section 4980B(f)(2)(C) of the Code;

IV. P&A shall forward 100% of the applicable premium to the Employer for payment to the Coverage Provider, accompanied by information that identifies the COBRA Continuant, the amount of his or her premium and the coverage period to which the premium payment relates. The amount by which a premium payment exceeds the applicable premium (typically, two (2%) percent of the applicable premium) shall be retained by P&A as additional compensation for its services hereunder;

V. Should the COBRA Continuant fail to make any periodic premium payment by the end of the applicable grace period, P&A shall notify the Coverage Provider that the COBRA Continuant's coverage is to be canceled due to the non-payment of premiums;

VI. P&A shall receive and review any request by a COBRA Continuant to extend the period of his or her COBRA continuation coverage on account of a determination of disability by the Social Security Administration or the occurrence of a second Qualifying Event;

VII. If it determines that a COBRA Continuant's request to extend the period of his or her COBRA continuation coverage should be granted, P&A shall so notify the Coverage Providers who have been providing COBRA coverage;

VIII. P&A shall notify the COBRA Continuant should a Coverage Provider modify his or her COBRA coverage in any material respect;

IX. At the Employer's request, P&A shall coordinate with the Employer regarding open enrollments occurring during the term of the COBRA Continuant's COBRA coverage and shall forward to the appropriate Coverage Provider information describing any change in coverage elected by the COBRA Continuant during open enrollment;

X. Using information contained in its electronic file regarding the COBRA Continuant, P&A shall determine the date as of which his or her COBRA continuation coverage is due to cease; and

XI. Should it determine that the COBRA continuation coverage of the COBRA Continuant is to be prematurely terminated due to the non-payment of premiums, the commencement of coverage under another group health plan or Medicare or other circumstances prescribed by the COBRA law, P&A shall notify him or her in writing to that effect;

XII. Prior to the termination of a COBRA Continuant's continuation coverage, P&A shall provide him or her with a notice describing any rights that he or she may have to obtain coverage under a "conversion health plan" within the meaning of Section 4980B(f)(2)(E) of the Code.

d. With respect to any individual who is a COBRA Continuant on the date this Agreement first becomes effective, P&A shall provide all of the services described in paragraphs "III" through "XII" of subsection c. above.

e. If, after it reviews a notification that a Qualifying Event has occurred or that a disability determination has been received, P&A determines that there is no right to COBRA continuation coverage or to an extension of COBRA continuation coverage based on that notification, it shall provide written notice to the affected individuals that COBRA coverage is not available.

f. Should the law of any State or Commonwealth require that continuation coverage be made available for a period extending beyond the maximum coverage period specified in COBRA, P&A agrees to provide the following additional services on written request:

I. P&A shall customize the COBRA Election Notice provided to a COBRA Continuant to inform him or her of the right to the extended coverage

period.

II. P&A shall program in its administrative software system data reflecting the extended coverage period.

III. P&A shall track in its administrative software system all dates that become relevant to the provision of continuation coverage due to the extended coverage period.

IV. P&A shall provide to each COBRA Continuant whose federally-mandated continuation coverage is due to expire a reminder that he or she has the right to further continuation coverage under state law and shall identify the plan benefits to which such extension rights apply.

g. P&A shall provide to the Employer and to Qualified Beneficiaries reasonable access to P&A employees who are familiar with the Plan through a toll-free telephone number and "Live Chat" texting during the regular business hours of P&A and voicemail for after-hours calls.

h. Once per month, P&A shall provide to the Employer a "Remittance Report" summarizing its administrative activities during the preceding month, including the names of each of the Plan's COBRA Continuants during that month, the premium amounts paid by each for coverage during that month and the types of coverage he or she received during that month.

3. ***Employer Responsibilities.***

a. As soon as is practicable after this Agreement is signed, the Employer shall obtain from each insurance company, Health Maintenance Organization or other entity that is providing coverage under the Plan (a "**Coverage Provider**") authorization for P&A to communicate with it directly regarding the subject matter of this Agreement.

b. The Employer shall notify P&A as soon as possible, but not later than thirty (30) days, following the occurrence of any of the following events:

I. the commencement of coverage for any person under the Plan;

II. the death of a covered employee;

III. the termination (other than by reason of gross misconduct) or reduction of hours of a covered employee's employment;

IV. a covered employee becoming entitled to Medicare benefits under title XVIII of the Social Security Act;

V. a proceeding regarding the Employer's bankruptcy under title 11 of the United States Code that affects the benefits of a retired employee or his spouse or dependents of the Employer; or

VI. in accordance with any change in a law or regulation requiring group health plan continuation coverage after the date of this Agreement, any other event the occurrence of which requires notification by an Employer to a plan administrator, but only after P&A advises the Employer of such change.

1. Such notification shall be made by electronic transmission via P&A's web portal, fax or mail, using forms provided by P&A for this purpose.

c. The Employer shall notify P&A as soon as possible, but not later than five (5) days after the Employer is notified by an employee, spouse or dependent of following the occurrence of any of the following events:

I. The divorce of the employee from the employee's spouse (or their legal separation, but only if such event causes the spouse to lose his or her coverage under the terms of the Plan); or

II. A dependent child ceasing to be a dependent child under the requirements of the Plan.

1. Such notification shall be made by electronic transmission, using forms provided by P&A for this purpose.

d. The Employer shall review each Remittance Report generated by P&A pursuant to Section 2h. and shall notify P&A within thirty (30) days after the report was sent or made available to the Employer of any errors or omissions in the report. Instructions for verifying the accuracy of P&A's Remittance Reports are appended hereto as Exhibit 1.

e. Should the Employer desire to engage P&A to provide the state law continuation services described at Section 2f. above, not less than thirty (30) days before such services are to commence, the Employer shall provide P&A with the identity of the state involved; the types of health plan coverage to which the extension applies (e.g., just group health insurance); the length of the extension period; and any other information that is germane to administering the extension period coverage.

f. The Employer shall promptly and accurately furnish to P&A such other information as P&A reasonably deems necessary or appropriate for the discharge of its responsibilities hereunder.

g. Should P&A modify in any way the standard format of any of its written materials used in connection with the provision of its professional COBRA administration services, the Employer agrees to use exclusively the modified version of the materials as soon as P&A provides them to the Employer.

h. Should the group health plans or coverage options listed on Schedule A include a health flexible spending account under a cafeteria plan in accordance with Code Section 125 and the regulations (proposed or final) thereunder (a **"health FSA"**) with respect to which P&A is not the claims administrator, the Employer (or an agent of the Employer other than P&A) shall be responsible for determining whether any person who has sustained a loss of coverage under that health FSA must be offered the opportunity to continue that coverage based on Income Tax Regulation Section 54.4980B-2, Q&A-8 (or any successor regulations or rules pertaining thereto) and, if so, for advising P&A of the applicable premium for same.

i. Should any of the group health plans or coverage options listed on Schedule A include a "self-insured medical expense reimbursement plan" as defined in Code Section 105(h) with respect to which P&A is not the claims administrator, (other than a health FSA that is part of a cafeteria plan), the Employer (or an agent of the Employer other than P &A) shall be responsible for advising P&A of the applicable premium for continuation coverage under that self-insured medical expense reimbursement plan.

j. Should the Employer become a party to any collective bargaining agreement containing any provision that refers to or impacts, either directly or indirectly, the manner in which COBRA is to be provided to any employee who is a member of the collective bargaining unit that is a party to the agreement or his or her spouse or dependents, the Employer shall provide P&A with a complete copy of the pertinent contract language not less than thirty (30) days before the effective date of that collective bargaining agreement.

k. The Employer warrants and represents to P&A that the list of group health plans and of the coverage providers under each such plan is complete and accurate as of the date of this Agreement. Should the Employer, during the term of this Agreement, establish any new group health plan or add any coverage provider to any of its current group health plans, the Employer agrees to notify P&A in writing of same within seven (7) days thereafter. The Employer hereby acknowledges its understanding that P&A cannot assure the Employer's compliance with COBRA

without having, at all times, complete and accurate information as to the group health plans and coverage options of the Employer.

4. Compensation.

a. As compensation for the services rendered hereunder, the Employer agrees to pay P&A fees in accordance with the fee schedule set forth at Schedule B hereto. P&A may modify this fee schedule as of the beginning of any Contract Year commencing after the Effective Date. For purposes of this Agreement, the term "Contract Year" means the period beginning on the Effective Date and ending one year later and each subsequent one-year period beginning on an anniversary of the Effective Date. P&A shall notify the Employer in writing of any modification to the fee schedule not less than ninety (90) days before the beginning of the Contract Year in which the modification is to become effective.

b. Should the Employer fail to timely provide P&A with any notification required under subsection 3d. above, P&A shall be entitled to additional compensation for billing or enrollment adjustments that must be made on account of that failure, with such additional compensation amount equal to $10.00 per affected COBRA Continuant.

c. Should the Employer request in writing any services or materials that are in addition to the services described in Section 2, P&A shall be entitled to such additional compensation from the requesting party as is mutually agreed upon in writing by the requesting party and P&A.

5. Limitation on P&A's Obligations. P&A shall have no obligation under this Agreement or otherwise to verify the accuracy or completeness of any information furnished by the Employer to P&A. P&A shall not provide legal counsel or tax advice to the Employer, and any advice furnished by P&A to the Employer regarding any provision of any law providing for the continuation of group health coverage should not be relied upon by Employer prior to consulting with its own legal advisors. P&A shall not be responsible for any action or inaction regarding COBRA administration that occurred prior to the commencement of this Agreement, or that results from the Employer's failure to notify P&A on a timely basis regarding a qualifying event, or that occurs after the termination of the Agreement.

6. Release and Indemnification.

a. P&A shall be liable for and shall protect, hold harmless and indemnify the Employer and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by the Employer or its employees resulting from a breach of this Agreement or from the negligence or other tortious conduct of P&A or any of P&A's employees arising out of the performance of its duties under this Agreement.
b. The Employer shall be liable for and shall protect and hold harmless P&A and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by P&A or its employees attributable to any breach by the Employer of its obligations, warranties or representations, including but not limited to incorrect and or incomplete information provided by the Employer or the unauthorized modification or misuse of forms provided to the Employer by P&A.
    I. P&A and Employer agree that the provisions of this Section 6 shall survive the termination of this Agreement.

7. Term and Termination. The initial term of this Agreement shall be for Three (3) Contract Years commencing on the Effective Date. Thereafter, this Agreement may be renewed upon mutual agreement of the Parties for two additional Contract Years upon the same terms as provided herein. Notwithstanding the foregoing, this Agreement shall terminate (a) automatically if either party is adjudicated a bankrupt or suffers appointment of a temporary or permanent receiver, trustee or custodian for all or a substantial part of their assets, which shall not be discharged within thirty (30) days of appointment, or makes an assignment for the benefit of creditors, or (b) after written notice by one party of the other party's material breach of, or material failure to perform, its obligations hereunder unless such breach or failure is cured within ten (10) days of said notice. Any notice of breach must provide details regarding the nature of the other party's alleged breach, the specific obligation hereunder to which the alleged material breach relates, the date on which occurred and the identity of any personnel of the other party that were involved. Failure to provide such detail shall render said notice null and void for purposes of this Agreement.

Should the Employer cause the Agreement to be terminated for reasons other than those set forth in the preceding sentence, without the advance notice otherwise required hereunder, the Employer immediately shall become obligated to pay P&A as liquidated damages an amount equal to seventy-five percent of the fees that would have been due

had the Agreement remained in effect for the period (i) commencing on the date next following the date on which the Agreement prematurely terminated or will be prematurely terminated, and (ii) ending on the earliest date as of which the Employer properly could have terminated the Agreement by giving the advance notice prescribed hereunder on the date the Employer first notified P&A in writing of the Employer's intention to terminate the Agreement. For purposes of calculating this liquidated damages amount, the fees due to P&A hereunder for services it provided in the month preceding the month within which P&A first was notified of the premature termination of the Agreement shall be the fees due for each month during the period described in the preceding sentence.

Upon any termination of this Agreement, the following fees shall apply:

a. Should the Employer request that P&A provide it with any information regarding the services rendered under this Agreement that is not already available at P&A's web portal (e.g., the addresses or election status of individuals who were COBRA Continuants on the date the Agreement terminated), the Employer shall pay a fee of $500.00 to obtain such information.
b. For each premium payment that P&A receives from a COBRA Continuant after the termination of the Agreement and forwards to another party for processing, the Employer shall pay P&A a fee of $5.00.
c. For each COBRA election form that P&A receives from a Qualified Beneficiary after the termination of the Agreement and forwards to another party for processing, the Employer shall pay P&A a fee of $7.50.

8. Confidentiality.

Each party acknowledges that the information provided by the other hereunder is confidential and shall not be disclosed or disseminated without written consent. Furthermore, the Employer acknowledges that P&A's methods of doing business, and all its documents relating thereto, constitute trade secrets and know-how to which P&A retains exclusive proprietary rights.

9. HIPAA Compliance. The parties hereto acknowledge that they have entered into a separate Business Associate Agreement of even date herewith and agree that said Business Associate Agreement and all of the obligations and rights of the parties thereunder shall be incorporated herein by reference.

10. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors and assigns.

11. Integration. By their making of this Agreement, the parties hereto hereby acknowledge that this Agreement supersedes any previous understandings between them with respect to all matters contained herein and contains the entire understanding and agreement between them with respect to all matters contained herein and cannot be amended, modified or supplemented except by a subsequent written agreement entered into by both parties.

12. Enforcement. If any action at law or in equity (including arbitration) is necessary to enforce or interpret any one or more of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

13. Notice. Any notice hereunder by a party shall be deemed to have been duly given three (3) business days after mailing, and, except as otherwise provided herein, shall be given by mailing in any post office or post office box maintained by the United States Postal Service, enclosed in a postage paid envelope, registered or certified mail, return receipt requested, addressed to the party to whom or which notice is intended to be given at such party's address as stated above or to such other address as each party shall specify in writing to the other.

14. Governing Law. This Agreement is made in and shall be construed pursuant to the laws of the State of New York.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

City of Cocoa	**P&A ADMINISTRATIVE SERVICES, INC.**
BY: _____	BY: _____
Name:	Name: Steve Brostko
Title:	Title: Vice President, Sales & Marketing

SCHEDULE A

EMPLOYER'S GROUP HEALTH PLANS

Cigna *- MEDICAL*
EyeMed *- VISION*
Cigna *- DENTAL*

SCHEDULE B

FEES

1. ***INSTALLATION FEE.*** **$0.00**

2. ***SUPPLEMENTAL INSTALLATION FEES-STATE CONTINUATION COVERAGE.*** The Employer shall pay to P&A an installation fee of **$0.00** for each state continuation law with respect to which the Employer requests (at any time while this Agreement remains in effect) the **optional** services describe at Section 2(f) above. This fee shall be due and payable within thirty (30) days after receipt by the Employer of P&A's invoice with respect to the same.

3. ***NOTICE FEES.*** The Employer shall pay to P&A the following fees with respect to notices generated by P&A:

Initial COBRA Notices:	**$10.00** per Notice
COBRA Election Notices:	**$20.00** per Notice
State Continuation Extension Coverage Reminder Notices:	$13.00 per Notice

P&A shall forward monthly invoices to the Employer for the notice fees due hereunder. Each such invoice shall be due and payable within thirty (30) days after receipt by the Employer. The Employer shall be obligated to pay aggregate notice fees of not less than **$0.00** per Contract Year. Should aggregate notice fees for any Contract Year be less than **$0.00**, the aforesaid **$0.00** minimum for any subsequent Plan Year shall be due and payable on the first day of that Contract Year. Any such payment shall be a credit against notice fees accruing during the remainder of the Contract Year.

4. ***MAILING EXPENSES***. The Employer shall reimburse P&A for the cost of any mailing required under the Agreement the rate for which exceeds the first-class rate

charged by the U.S. Post Office after P&A provides the Employer with proof of same.

5. ***PARTICIPANT FEES***. An individual who has coverage under the Plan shall pay to P&A a fee of $25.00 should a check tendered by him or her in payment of a premium be returned on account of insufficient funds. Further, if an individual's COBRA coverage must be reinstated due to non-payment of premiums or other circumstances for which he or she is responsible, he or she shall pay P&A a reinstatement fee of $30.00.

Note: Should changes in applicable federal or state law or regulations make it necessary or advisable for services other than those enumerated in this Agreement to be rendered in connection with the administration of the Plan (e.g., a new type of notice is required to be provided to certain covered persons) and should the Employer desire to retain P&A to provide such additional services, the addition of such services to P&A's responsibilities shall require an amendment to this Agreement. P&A reserves the right to request an adjustment in its fees hereunder under such circumstances.

EXHIBIT 1

INSTRUCTIONS FOR REVIEW OF MONTHLY REMITTANCE REPORTS

P&A will forward a check to the Employer on a monthly basis representing the payments received to date and a remittance report for a defined benefit period. The report and check are sent to you between the 10th and 15th of the month for the prior month's activity. The remittance report is a tool to assist you in reconciling carrier bills against what P&A has in our system.

Steps to verify the accuracy of P&A reports versus insurance carrier invoices:

1. Obtain invoice or census from each insurance company on a monthly basis.

2. Compare each invoice to the Remittance Report provided by P&A. The Remittance Report will show anyone who has paid for the designated benefit period or prior if they are a new enrollee, for all benefits enrolled. Be sure to check the tier level and premium rate for each person. Differences in rates and tier levels will affect the remittance amount. It is important to notify your P&A administrator of differences as soon as possible.

If the person is on the Remittance Report but not on the carrier invoice, they may be newly enrolled in COBRA coverage. In this instance you should see an adjustment on your next carrier invoice. You may confirm coverage with the carrier. If there is no adjustment on the next invoice and the carrier cannot confirm enrollment, please notify your P&A administrator immediately. In this situation, P&A has the person enrolled in COBRA but the insurance carrier does not.

If a person has been on both the carrier invoice and the Remittance Report but is now no longer on the Remittance Report they may have failed to make a payment for the benefit period and may have been canceled by P&A. Depending on the timing of the cancelation notice from P&A to the carrier, a credit from the carrier may be due. You may confirm coverage with the carrier. If the person remains on the carrier invoice and remains off the Remittance Report, please contact your P&A administrator immediately. In this situation, P&A has canceled coverage and is no

longer collecting premium, however, the insurance carrier still has the person enrolled and is continuing to bill.

3. Additional reports are available on HR Connect to help resolve any discrepancies. These reports include:

Payment History – details of last 6 payments received.
Payments by Benefit Period – details for a specific benefit period showing premium payments and dates received.
Paid Through – details most recent premium payment received for COBRA member.
Benefit Plan Listing – details COBRA members currently enrolled benefits.
Transaction Report – provides all enrollments and terminations that occurred during a specified time frame.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 11, 2026
Agenda Date:	September 22, 2026
File ID:	2026-819
Prepared By:	Brian Dale, Purchasing Manager
Through:	Rebecca Bowman, Finance Director
Requested Action:	Approve Change Order to the Professional Services Agreement with Sciens LLC and Purchase Order 84694 in the amount of $5,600, bringing the total contract value to $80,550, based off of TIPS Cooperative Procurement Contract #23015, for additional consulting services related to ERP procurement support, and authorize the City Manager to execute the change order.

BACKGROUND:

The City previously entered into a professional services agreement with Sciens LLC in the amount of $74,950 utilizing the TIPS Cooperative Procurement Contract #23015. The TIPS contract was formally and competitively procured in accordance with City purchasing policy, allowing the City to leverage cooperative pricing and established vendor terms. Under this agreement, Sciens LLC was retained to provide comprehensive consulting services to guide the City through the selection of a new Enterprise Resource Planning (ERP) system. The scope of services includes project management, stakeholder engagement, Request for Proposals (RFP) development, vendor evaluation support, and contract negotiation assistance.

Because the original contract value of $74,950 was under the City Manager’s designated purchasing threshold of $75,000, the initial agreement was executed under administrative signing authority.

The City has progressed to the vendor demonstration phase of the ERP evaluation process. The initial scope of work priced by Sciens LLC catered to facilitating demonstrations for two (2) short-listed vendors. However, to ensure thorough evaluation and due diligence, the City elected to invite three (3) vendors for on-site demonstrations.

To accommodate the additional preparation, facilitation time, and associated travel-related expenses for the third vendor demonstration, Sciens LLC submitted Change Order No. 1 in the amount of $5,600.

Approval of this change order increases the total agreement value from $74,950 to $80,550. Because the cumulative total exceeds the City Manager's $75,000 threshold, formal approval by the City Council is required.The proposed change order increases the total contract value by $5,600, raising the overall cost from $74,950 to $80,550. Purchase Order 84694 will also be increased by the same amount. Funding is allocated across the participating enterprise and general funds based on the citywide cost-

allocation percentages established for the ERP selection project.

Staff recommends that City Council approve the Change Order and authorize the City Manager to execute the change order.

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
Budgeted? No. There are cost savings in the below general ledger accounts to provide the necessary budget for this change order.

Account Number	Account Name / Fund	Allocation %	Original Amount	Change Order Share	Revised Total
001-1600-513.34-00	General Fund	48.66%	$36,470.00	$2,724.96	$39,194.96
421-4010-536.34-00	Water / Sewer Fund	48.60%	$36,423.00	$2,721.60	$39,144.60
107-3200-524.34-00	Building Fund	1.23%	$923.00	$68.88	$991.88
423-3570-538.34-00	Stormwater Fund	1.51%	$1,136.00	$84.56	$1,220.56
TOTAL		**100.00%**	**$74,950.00**	**$5,600.00**	**$80,550.0**

For this Agenda Item note Prior Change Order Information:
Total Number of change orders to date: 0
Total amount in change orders to date: $0

PREVIOUS ACTION:
PO 84694 was issued by the City Manager on January 2, 2026

RECOMMENDED MOTION:

Approve Change Order to the Professional Services Agreement with Sciens LLC and Purchase Order 84694 in the amount of $5,600, bringing the total contract value to $80,550, based off of TIPS Cooperative Procurement Contract #23015, for additional consulting services related to ERP procurement support, and authorize the City Manager to execute the change order.

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

Date: August 7, 2025

To: All Departments

Subject: Approved Use of TIPS Contract #230105 – Sciens Consulting

The Purchasing Division has reviewed **TIPS Contract #230105**, awarded to **Sciens Consulting**, and confirmed that the contract terms are acceptable for departmental use effective from the date of this memo through **May 31, 2028**, with the potential for one-year renewal through **May 31, 2029**, as established by the cooperative.

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative administered by Region 8 Education Service Center in Texas. TIPS provides competitively solicited contracts that public agencies and non-profits can legally utilize for expedited purchasing, ensuring compliance with public procurement regulations.

This contract was awarded through **TIPS RFP #230105 – Technology Solutions, Products, and Services**, and includes services provided by **Sciens Consulting**, a nationally recognized firm specializing in:

- Technology and IT strategic planning
- System selection and specification development
- IT project management and implementation
- Enterprise architecture planning
- Local government and school system consulting

Under this contract, **Sciens Consulting offers a 10% discount** off its published catalog pricing for all services offered.

Departments seeking to utilize this agreement must request formal quotes directly from Sciens Consulting, referencing **TIPS Contract #230105**. Vendor quotations must include the original catalog price, the 10% discount applied, and the final contract price.

Departments may issue purchase orders to Sciens Consulting referencing this contract number and listing all applicable pricing details in the extended description. Upon issuance of a Purchase Order, the **City of Cocoa's standard terms and conditions** will apply as if incorporated into the original agreement. A copy of the Purchase Order must be sent by email to: TIPSPO@TIPS-USA.COM.

Departments are responsible for collecting additional documentation from the vendor, including a current Certificate of Insurance (COI), e-Verify affidavit, and Human Trafficking affidavit when applicable. Any purchase exceeding the City Manager's authority or involving multi-year commitments must be submitted to City Council for approval.

For questions or further clarification, please contact the Purchasing Division at: purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

Attachment:

1. TIPS Contract Documents: https://www.tips-usa.com/vendorProfile.cfm?RecordID=70CB96CA6605A6BB13B0FFD8BF237334

CITY OF COCOA

SERVICES AGREEMENT
ERP SELECTION CONSULTANT SERVICES
Agreement No. 23015-COC

THIS AGREEMENT ("Agreement") is made this 8th day of December, 2025, by and between the **CITY OF COCOA**, headquartered at 65 Stone Street, Cocoa, FL 32922 (hereinafter referred to as "CITY"), and **Sciens Consulting LLC**, with its principal place of business located at 5900 South Lake Forest Drive, Suite 300, McKinney, TX 75070 (hereinafter referred to as "SERVICE PROVIDER").

RECITALS

WHEREAS, the CITY desires to obtain professional consulting services to support the selection of a new Enterprise Resource Planning (ERP) system; and

WHEREAS, the SERVICE PROVIDER is an experienced consulting firm specializing in ERP system planning and selection for local governments and has been awarded a cooperative purchasing contract through **The Interlocal Purchasing System (TIPS)** under **Contract No. 230105 – Technology Solutions, Products, and Services**; and

WHEREAS, the CITY desires to procure the services of the SERVICE PROVIDER pursuant to the terms and pricing established under the TIPS Contract;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

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1. NATURE OF WORK

   SERVICE PROVIDER shall perform ERP selection consulting services as more particularly described in the **Scope of Services** attached hereto as **Exhibit A**, which includes the SERVICE PROVIDER's proposal dated August 5, 2025. The services shall include project management, stakeholder engagement, RFP development, vendor evaluation, and contract negotiation support.

   Unless otherwise provided herein, SERVICE PROVIDER shall furnish all materials, tools, equipment, and manpower to complete the work required by this Agreement. The

SERVICE PROVIDER warrants that it holds any and all necessary licenses required to conduct the work required by this Agreement, and agrees to maintain said licenses in good standing during the term of this Agreement. The SERVICE PROVIDER shall immediately notify the CITY in the event of a loss, suspension or termination of any license required to perform the Services set forth in this Agreement. SERVICE PROVIDER acknowledges that it has investigated prior to the execution of this Agreement and satisfied itself as to the conditions affecting the Services, the availability of materials and labor, the cost thereof, the requirements to obtain necessary insurance as set forth herein, and the steps necessary to complete the Services within the time set forth herein. SERVICE PROVIDER warrants unto the City that it has the competence and abilities to carefully and faithfully complete the Services within the time set forth herein. SERVICE PROVIDER will perform its Services with due and reasonable diligence consistent with sound professional practices.

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2. PLACE OF WORK

SERVICE PROVIDER agrees to perform services at its own place of work. If required to report to a City facility, SERVICE PROVIDER shall be responsible for coordinating access to the location where the Services will be performed and all necessary meeting, set-up, staging or workstation space with the CITY's representative. SERVICE PROVIDER shall additionally follow all security protocols deemed necessary by the CITY as determined in its sole discretion. As part of the Services, SERVICE PROVIDER will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, passwords, and similar security codes and identifiers issued to SERVICE PROVIDER's employees, agents, or subcontractors, as applicable. SERVICE PROVIDER agrees to require its employees to promptly report a lost or stolen access device or information. CITY or its affiliates shall at all times have the right to review or observe the Services performed by SERVICE PROVIDER. No inspection, review, or observation shall relieve SERVICE PROVIDER of its responsibility under this Agreement.

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3. TIME DEVOTED TO WORK

In the performance of Services, the services and number of hours SERVICE PROVIDER is to work on any given day will be entirely within SERVICE PROVIDER'S control and professional judgment, and CITY will rely upon SERVICE PROVIDER to exercise sound professional judgment and to devote such time, as is reasonably necessary, to fulfill the

intent and purpose of this Agreement. All work furnished by the SERVICE PROVIDER hereunder shall conform to high quality professional standards of care and practice in effect at the time the work was performed. SERVICE PROVIDER shall complete all of said Services in a timely manner and will keep the CITY apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the CITY. Should SERVICE PROVIDER fall behind on an established schedule, it shall employ such resources so as to comply with the schedule. No extension for completion of Services shall be granted to SERVICE PROVIDER without CITYs prior written consent.

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4. PAYMENT

The CITY shall compensate the SERVICE PROVIDER a fixed fee not-to-exceed amount of **$74,950.00**, in accordance with the fee schedule and deliverables outlined in **Exhibit A.**

SERVICE PROVIDER shall submit invoices upon the completion of each project phase or deliverable as specified in Exhibit A. Each invoice shall clearly reference the corresponding deliverable, describe the services completed, and include sufficient detail for the CITY to verify that the deliverable has been completed in accordance with the Agreement.

Payments shall be made in accordance with the **Florida Local Government Prompt Payment Act**, Section 218.70 et seq., Florida Statutes. All invoice entries shall indicate the type of service rendered, the name of the SERVICE PROVIDER's employee(s) who performed the work, and the applicable charge or rate, if relevant.

If, upon request of the CITY, the SERVICE PROVIDER agrees to perform additional services not included in Exhibit A, the CITY shall compensate the SERVICE PROVIDER for such services only upon execution of a mutually agreed upon **written addendum** to this Agreement, approved in accordance with the CITY's purchasing policies and procedures. The CITY shall not be responsible for payment of any additional services not authorized in writing in advance.

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5. TERM

This Agreement shall commence upon execution by both parties and shall remain in effect through the completion of the services, unless terminated earlier in accordance with the terms herein.

6. STATUS OF SERVICE PROVIDER

This Agreement calls for the performance of the services of SERVICE PROVIDER as an independent contractor, and SERVICE PROVIDER, an active Florida corporation, will not be considered an employee of the CITY for any purpose.

7. INDEMNIFICATION

7.1. SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims, losses, suits, costs, expenses, fines, penalties, deficiencies, damages, obligations, and liabilities, including all attorney's fees and court costs through all appeals, for which CITY, its employees, agents, elected or appointed officials, and representatives can or may be held liable as a result of injury to persons (including death) or damage to property occurring by reason of any negligent acts, errors, omissions or willful misconduct of SERVICE PROVIDER, its employees, or agents arising out of or connected with this Agreement; or which arise out of any inaccurate representation made by the SERVICE PROVIDER, its employees, or agents; or any breach of this Agreement by SERVICE PROVIDER, its employees, or agents, except to the extent of the negligence, wrongful acts or omissions of CITY, or its agents, elected or appointed officials, employees, or representatives.

7.2. SERVICE PROVIDER shall further protect, defend, indemnify, and hold harmless, the CITY, its employees, agents, elected or appointed officials, and representatives from any and all claims and liabilities, whether rightful or otherwise, alleging that the work furnished by the SERVICE PROVIDER hereunder, or any part thereof, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of the United States. SERVICE PROVIDER shall pay all damages and costs awarded against the CITY in connection with any such infringement, copyright, trademark or other intellectual property right claims.

7.3. This indemnification paragraph shall survive the termination of this Agreement until such time as all pending claims between the parties have been settled, or if no such pending claims, until such time as all applicable statute of limitation time periods have expired with respect to the work performed by SERVICE PROVIDER pursuant to this Agreement.

8. TERMINATION

Notwithstanding Section 5, the CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the SERVICE PROVIDER thirty (30) days advance written notice of the termination of this Agreement. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to CITY prior to the date of termination. In addition, should SERVICE PROVIDER materially breach this Agreement and such breach is not cured within fifteen (15) days of receiving written notice of such breach by the CITY, the CITY shall be entitled to terminate this Agreement immediately and SERVICE PROVIDER shall refund the CITY any pre-paid fees for Services not delivered to the CITY's satisfaction by SERVICE PROVIDER.

Similarly, the SERIVCE PROVIDER may terminate this Agreement by providing written notice to the Project Manager. Such termination shall take effect thirty (30) calendar days from the date the notice is delivered or mailed. The City agrees to compensate the Consultant in full for all amounts due as of the effective termination date.

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9. COOPERATIVE PURCHASING

This Agreement is entered into pursuant to the TIPS Cooperative Purchasing Contract No. 230105. All terms and conditions of the TIPS Master Agreement are incorporated herein by reference to the extent applicable and not inconsistent with the CITY's requirements.

10. PUBLIC RECORDS

10.1. Compliance with Public Records Laws

Pursuant to Section 119.0701, Florida Statutes, and other applicable public records laws (collectively, the "Public Records Laws"), SERVICE PROVIDER agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of SERVICE PROVIDER related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record under and pursuant to the Public Records Laws, whether in the possession or control of the City or the SERVICE PROVIDER.

If and to the extent said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of SERVICE PROVIDER are subject to the provisions of Chapter 119, Florida Statutes, or other Public Records Laws (records subject to the Public Records Laws are herein referred to as "public records"), they may not be destroyed without the specific written approval of the City's designated custodian of public records.

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 SERVICE PROVIDER be open and freely exhibited to the CITY for the purpose of examination and/or audit. Notwithstanding anything herein to the contrary, the parties agree to maintain the confidentiality of any and all records or documents from third party disclosure that are deemed confidential and/or exempt from public records disclosure pursuant to federal or state law, including, but not limited to, under the Health Insurance Portability and Accountability Act of 1996 and related HIPAA Privacy Rules.

10.2. IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cityclerk@cocoafl.org, 65 Stone Street, Cocoa, FL 32922.

10.3. SERVICE PROVIDER is required to and agrees to comply with public records laws. SERVICE PROVIDER shall keep and maintain all public records required by the City to perform the services as agreed to herein. SERVICE PROVIDER shall provide the City, upon request from the City Clerk, copies of the requested public records or allow the public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. SERVICE PROVIDER shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Upon completion of the Agreement, SERVICE PROVIDER shall transfer to the City, at no cost, copies of all public records in possession of the SERVICE PROVIDER, provided the transfer is requested in writing by the City Clerk. Upon such transfer, SERVICE PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that copies of the public records be transferred, the SERVICE PROVIDER shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All public records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify SERVICE PROVIDER of the request and the SERVICE PROVIDER shall then provide such public records to the City or allow the records to be inspected or copied within a reasonable time. If the SERVICE PROVIDER does not comply with a public records request, the City may enforce this Section to the extent permitted by law. SERVICE PROVIDER acknowledges that if the SERVICE PROVIDER does not provide the public records to the City within a reasonable time, the SERVICE PROVIDER may be subject to penalties under Section 119.10, Florida Statutes. The SERVICE PROVIDER acknowledges that if a civil action is filed against the SERVICE PROVIDER to compel production of public records relating to this Agreement, the court may assess and award against SERVICE PROVIDER the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the SERVICE PROVIDER, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by SERVICE PROVIDER to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the SERVICE PROVIDER fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to SERVICE

PROVIDER's failure to comply with this Section, the City shall collect from SERVICE PROVIDER prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against SERVICE PROVIDER. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the SERVICE PROVIDER's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

10.4. Ownership of Prepared Documents

All documents, including but not limited to, drawings, specifications and data or programs stored electronically or otherwise, prepared by the SERVICE PROVIDER and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the CITY and may be reused by the CITY for any reason or purpose at any time. However, the CITY agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the SERVICE PROVIDER, 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 SERVICE PROVIDER.

10.5. Ownership of Deliverables and Copyright

The City and the SERVICE PROVIDER agree that upon payment of fees due to the SERVICE PROVIDER 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 SERVICE PROVIDER, as applicable, 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 SERVICE PROVIDER 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 SERVICE PROVIDER in the performance of this Agreement, and hereby assigns and conveys the same to the CITY whether in the possession or control of the SERVICE PROVIDER or not.

10.6. Retention of Preexisting Information

Notwithstanding any provisions to the contrary contained in this Agreement, the SERVICE PROVIDER shall retain sole ownership to its preexisting information not produced and paid for by the CITY under this Agreement including, but not limited to, computer programs, software, standard details, figures, templates and specifications.

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11. INSURANCE

11.1. During the term of this Agreement, SERVICE PROVIDER shall be responsible for providing the types of insurance and limits of liability as set forth under this Paragraph. The insurance policies provided hereunder by SERVICE PROVIDER shall also include coverage with respect to services performed by all agents and independent contractors employed by SERVICE PROVIDER to perform any Work hereunder.

11.2. Comprehensive General Liability Insurance

Should the SERVICE PROVIDER be required to physically report on CITY property, the SERVICE PROVIDER shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence and $2,000,000 general aggregate with a deductible not less than $5,000 unless otherwise approved in writing by the City Manager to protect the SERVICE PROVIDER from claims of property damages which may arise from any Work performed under this Agreement whether such Work are performed by the SERVICE PROVIDER or by anyone directly employed by or contracting with the SERVICE PROVIDER.

11.3. Comprehensive Automobile Liability Insurance

Should the SERVICE PROVIDER be required to physically report on CITY property, the SERVICE PROVIDER shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the SERVICE PROVIDER 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 SERVICE PROVIDER or by anyone directly or indirectly employed by the SERVICE PROVIDER.

11.4. Workers' Compensation and Employer's Liability Insurance

The SERVICE PROVIDER shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by law and Employer's Liability Insurance in the minimum amount of $1,000,000 for all of its employees performing Work for the CLIENT pursuant to this Agreement.

11.5. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A.M. Best Company (or equivalent rating and rating service as reasonably determined by the City Manager). Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. A copy of a current Certificate of Insurance shall be provided to the CITY by SERVICE PROVIDER upon the Effective Date of this Agreement which satisfied the insurance requirements of this Section. Renewal certificates shall be sent to the CITY at the time of any expiration. There shall also be a 30-day advance written notification to the CITY in the event of cancellation or material modification of any stipulated insurance coverage. The CITY shall be an additional insured on all stipulated insurance policies as its interest may appear, from time to time, excluding worker's compensation and professional liability policies.

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12. NOTICES

Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the following:

For CITY:
City Manager
65 Stone Street
Cocoa, FL 32922

For SERVICE PROVIDER:
Steven Barcey, Partner
Sciens Consulting LLC
5900 South Lake Forest Drive, Suite 300
McKinney, TX 75070
Phone: (469) 346-6288
Email: sbarcey@sciens.com

Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

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13. E-VERIFY

13.1. SERVICE PROVIDER E-Verify Requirement: Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SERVICE PROVIDER shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021.

13.2. 12.2. Subcontractors

13.2.1. Subcontractor E-Verify Requirement: SERVICE PROVIDER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

13.2.2. Subcontractor Affidavit: SERVICE PROVIDER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

13.2.3. Provision of Subcontractor Affidavits: SERVICE PROVIDER shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

13.3. Evidence of Compliance: SERVICE PROVIDER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SERVICE PROVIDER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

13.4. Failure to Comply: Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to the CITY. To the extent provided by Florida law, SERVICE PROVIDER shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

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14. TRAFFICKING

As a condition of this Agreement, the Engineer shall attest under penalty of perjury that the Engineer does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Engineer understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

14.1. Definition of "Coercion": "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

14.2. Definition of "Labor": "Labor" means that work of economic or financial value.

14.3. Definition of "Services": "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

14.4. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

15. MISCELLANEOUS

15.1. Independent Contractor Expenses: As an independent contractor, SERVICE PROVIDER shall pay all expenses in connection with its consulting business and SERVICE PROVIDER will not incur any indebtedness on behalf of CITY with this AGREEMENT.

15.2. Attorney's Fees and Costs: Should either party bring an action to enforce any of the terms of this Agreement, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees, whether at settlement, trial or on appeal.

15.3. Entire Agreement: This Agreement shall constitute the entire Agreement between the parties relative to the transaction contemplated herein and neither this Agreement nor any term or provision hereof may be waived, except by an instrument in writing executed by the CITY and SERVICE PROVIDER.

15.4. Governing Law and Venue: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and the venue for any action brought or arising out of this Agreement shall be Brevard County, Florida for state court actions and Orlando, Florida for federal court actions.

15.5. Severability: Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

15.6. Amendments and Renewals: This Agreement may be amended, extended, or renewed only with the written approval of the parties.

15.7. Supersession and Binding Effect: This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The SERVICE PROVIDER recognizes that any representations, statements or negotiations made by CITY staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing and signed by an authorized CITY representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

15.8. Equal Drafting: CITY and SERVICE PROVIDER 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.

15.9. Sovereign Immunity: The CITY intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CITY's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CITY's potential liability under state or federal law. SERVICE PROVIDER agrees that CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, CITY shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

15.10. Non-Solicitation and Contingent Fees: The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any CITY employee or official, person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

15.11. Assignment and Subcontracting: SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CITY. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and SERVICE PROVIDER, and all duties and responsibilities under this Agreement will be for the sole and exclusive benefit of CITY and SERVICE PROVIDER and not for the benefit of any other party.

15.12. Safety and Compliance: Precautions shall be exercised at all times for the protection of all persons (including the CITY's employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guided or eliminated in accordance with the highest accepted standard of safety. SERVICE PROVIDER shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, contractors, and agents while performing Services provided hereunder.

15.13. Force Majeure: Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (except involving SERVICE PROVIDER's labor force); extraordinary breakdown of or damage to CITY's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, 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 (60) days, either party may terminate this Agreement.

15.14. Conduct of Service Provider's Staff: SERVICE PROVIDER acknowledges that its employees and agents will behave in an appropriate manner while on any CITY property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with CITY policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of SERVICE PROVIDER's staff shall conform to CITY's personnel policies. It is a breach of this Agreement for any agent or employee of SERVICE PROVIDER to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the functioning of the CITY or constitute any level of threat to the safety, health, and well-being of any citizen, invitee, licensee, agent or employee of the CITY. SERVICE PROVIDER agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee.

15.15. Use of City Marks: SERVICE PROVIDER shall acquire no rights under the Agreement to, and shall not use, the name of the CITY, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively "City Marks") in any of Service Provider's advertising, publicity or promotion; to express or imply any endorsement by the City of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the CITY, except as expressly permitted herein. No advertisement, publication, or other use of City Marks shall be published or otherwise promulgated by SERVICE PROVIDER without City's prior inspection and written approval. This clause shall survive the expiration or sooner termination of this Agreement.

15.16. Service Provider Certifications: By signing this Agreement, Service Provider certifies that it and its principals:

15.16.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

15.16.2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

15.16.3. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph

15.16.4. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

15.16.5. Service Provider agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Service Provider or its principals.

15.17. Order of Precedence: In case of any inconsistency in any of the documents bearing on the Agreement between the CITY and the SERVICE PROVIDER, the inconsistency shall be resolved by giving precedence in the following order:

15.17.1. Addenda or change orders to this Agreement subsequent to the Effective date of this Agreement;
15.17.2. This Agreement
15.17.3. Exhibits to this Agreement.

Any inconsistency in the work description shall be clarified by the City and performed by the Service Provider.

15.18. Interpretation of Agreement and Specifications: At its discretion, during the course of the work, should any errors, ambiguities, or discrepancies be found in the Agreement or specifications, the CITY at its sole discretion will interpret the intent of the Agreement and work descriptions and the SERVICE PROVIDER hereby agrees to abide by the CITY's interpretation and agrees to carry out the work in accordance with the decision of the CITY.

15.19. Non-Discrimination: The SERVICE PROVIDER warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, disability, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

15.20. Non-Waiver: No inspection by the CITY, nor any payment for or acceptance of the whole or part of the items in this Agreement, nor any extension of time, nor any possession taken by the CITY of the product or services hereunder shall operate as a waiver of (1) any provision of this Agreement, (2) the right to have it fully performed, (3) any power herein reserved by the City or (4) any right to damages under this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach. Failure of CITY to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of CITY's right to later claim a failure to perform by SERVICE PROVIDER.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

SERVICE PROVIDER:

Steven Barcey, Partner

Date: 12/04/2025

CITY OF COCOA:

Stockton Whitten, City Manager

Date: 12/8/2025

ATTEST:

Monica Arsenault, City Clerk, CMC

EXHIBIT A

SCOPE OF SERVICES

Proposal submitted by **Sciens Consulting LLC** dated **August 5, 2025**, outlining the scope of work for ERP system selection consulting services.

EXHIBIT B

TIPS Master Agreement (Contract No. 230105)

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that **Sciens LLC** does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of **Sciens LLC** proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Steven Barcey

Title: Partner

Date: 12/05/25

STATE OF ~~FLORIDA~~ Texas KF

COUNTY OF Collin

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12/05/2025(date) by **Steven Barcey, Partner**, of **Sciens LLC**, a Texas (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Texas Driver License (type of identification) as identification.

Kirsten Frick

[Notary Seal] Notary Public

Kirsten Frick

Name typed, printed or stamped

My Commission Expires: February 21, 2028

KIRSTEN LEIGH FRICK
Notary ID #134773173
My Commission Expires
February 21, 2028

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as **Partner** at Sciens LLC

3. **Sciens LLC** does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I, **Steven Barcey,** declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

Sciens LLC

NAME OF BUSINESS ENTITY

SIGNATURE

NAME: Steven Barcey

TITLE: Partner

DATE: 12/04/2025

Purchasing Division
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov
www.CocoaFL.gov

December 5, 2025

Stockton Whitten
City Manager

Re: Agreement for ERP Selection Consultant – Sciens Consulting LLC

The eclosed agreement with Sciens is for project management, stakeholder engagement, RFP development, vendor evaluation, and contract negotiation support services at a total cost of $74,950. The costs are competitively obtained based on a TIPS cooperative contact.

Please let me know if you have any questions.

Brian Dale
Procurement and Budget Manager
City of Cocoa

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

Date: August 7, 2025

To: All Departments

Subject: Approved Use of TIPS Contract #230105 – Sciens Consulting

The Purchasing Division has reviewed **TIPS Contract #230105**, awarded to **Sciens Consulting**, and confirmed that the contract terms are acceptable for departmental use effective from the date of this memo through **May 31, 2028**, with the potential for one-year renewal through **May 31, 2029**, as established by the cooperative.

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative administered by Region 8 Education Service Center in Texas. TIPS provides competitively solicited contracts that public agencies and non-profits can legally utilize for expedited purchasing, ensuring compliance with public procurement regulations.

This contract was awarded through **TIPS RFP #230105 – Technology Solutions, Products, and Services**, and includes services provided by **Sciens Consulting**, a nationally recognized firm specializing in:

- Technology and IT strategic planning
- System selection and specification development
- IT project management and implementation
- Enterprise architecture planning
- Local government and school system consulting

Under this contract, **Sciens Consulting offers a 10% discount** off its published catalog pricing for all services offered.

Departments seeking to utilize this agreement must request formal quotes directly from Sciens Consulting, referencing **TIPS Contract #230105**. Vendor quotations must include the original catalog price, the 10% discount applied, and the final contract price.

Departments may issue purchase orders to Sciens Consulting referencing this contract number and listing all applicable pricing details in the extended description. Upon issuance of a Purchase Order, the **City of Cocoa's standard terms and conditions** will apply as if incorporated into the original agreement. A copy of the Purchase Order must be sent by email to: TIPSPO@TIPS-USA.COM.

Departments are responsible for collecting additional documentation from the vendor, including a current Certificate of Insurance (COI), e-Verify affidavit, and Human Trafficking affidavit when applicable. Any purchase exceeding the City Manager's authority or involving multi-year commitments must be submitted to City Council for approval.

For questions or further clarification, please contact the Purchasing Division at: purchasing@cocoafl.gov.

Brian Dale
Purchasing Manger
City of Cocoa

Attachment:

1. TIPS Contract Documents: https://www.tips-usa.com/vendorProfile.cfm?RecordID=70CB96CA6605A6BB13B0FFD8BF237334

THE CITY OF COCOA, FL

ENTERPRISE RESOURCE PLANNING SYSTEM SELECTION PROJECT PROPOSAL

August 5, 2025



Sciens Consulting
5900 S. Lake Forest Drive, Suite 300
McKinney, Texas 75070

Contact:
Steven Barcey, Partner
sbarcey@sciens.com
(469) 346-6288
www.sciens.com

sciens CONSULTING

August 5, 2025

City of Cocoa, Florida
Rebecca Bowman, Finance Director
65 Stone Street
Cocoa, FL 32922

Dear Ms. Bowman:

Thank you for the opportunity to speak with you last week regarding the City's Naviline ERP system and modernization goals. Our aim is to offer a flexible and effective solution by reviewing and integrating elements of the previously developed Infotech RFP with our own comprehensive Request for Proposals package. This proposal has been prepared to support the City of Cocoa in advancing its Enterprise Resource Planning (ERP) System Replacement initiative. We look forward to bringing our expertise and guidance to help ensure a successful outcome for your organization.

Sciens is a highly-specialized management consulting firm that has dedicated itself to serving the needs of local governments like Cocoa. We are able to provide our customers with personal service and dedicated attention not available in the larger, more impersonal consulting firms. Just ask our customers…they know the difference.

Because of our commitment to the local government market, we understand the unique demands that local government faces. From Finance to Procurement, we know your business. We have extensive experience with replacing integrated municipal systems, including finance, human resources and payroll, purchasing, inventory, and utility billing. We provide guidance on GIS, best practice infrastructures, data warehousing, transparency and analytics, and mobility. Most importantly, we understand how these systems need to work together to provide the City with the data and information it needs to manage in today's dynamic environment.

Sciens will be your champion throughout this process, working with your operational departments to provide an independent analysis of your core Finance, Human Resources & Payroll, Procurement & Contract Management, and Budgeting software architecture and configuration, a thorough understanding of its functionality and limitations, and a strongly developed RFP designed for the City. As one of the firm's owners, you have my commitment that your project will achieve these goals, and we will do it within the schedule defined, and the budget allotted. Sciens has no vendor affiliations, relationships or preferences and will act in an unbiased manner as we assist the City.

The attached proposal details the scope of work in response to your request for proposal. Please feel free to contact me at sbarcey@sciens.com or (469) 346-6288 with any questions. We look forward to working with Cocoa on this important project.

Respectfully submitted,



STEVEN BARCEY
Partner, Sciens LLC
5900 South Lake Forest Drive, Suite 300
McKinney, Texas 75070
(469) 346-6288
sbarcey@sciens.com

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FIRM OVERVIEW

OUR PURPOSE A value statement for our clients

To help transform the way local governments utilize technology to improve performance, drive innovation, optimize processes, and enhance service to their communities.

WHO WE ARE

1989
ESTABLISHED

35+
YEARS OF ERP CONSULTING

SERVICES

ERP Strategic Planning
Operational Performance
ERP System Selection & Acquisition
ERP System Implementation
Project Management
Technology Advisement and Strategy
Virtual & Interim Staffing
Risk Advisory & Planning

ERP SYSTEM SELECTION AND IMPLEMENTATION EXPERTS

Sciens partners are seasoned industry experts with over 60 years of combined technology management experience. We specialize in incorporating innovative, yet feasible solutions in all of our deliverables. Our plans are fully implementable since they are tempered with real world experience.

FIRM OVERVIEW

Sciens LLC
Headquarters
5900 S. Lake Forest Drive, Suite 300
McKinney, Texas 75070

Contact
Steven Barcey, Partner
sbarcey@sciens.com
(469) 346-6288

Owners
Steven Barcey, Partner
Ernest Pages, Partner

HOW WE OPERATE Customized ERP deliverables, crafted to suit your operational and management needs

OUR CODE OF ETHICS We believe that long-term success is rooted in high principled standards

RELIABILITY
Deliver on promises, and take responsibility for actions and decisions

RESPECT
Convey honesty, fairness, honor and courtesy to every relationship

PROFESSIONALISM
Operate with complete transparency in the best interest of the client and serve as a catalyst for positive change

TRUSTWORTHINESS
Protect the privacy and confidentiality of all entrusted data, information and intellectual property

Get to know our QUALIFICATIONS expert level KNOWLEDGE & years of EXPERIENCE

TRUSTED ADVISORS IN ERP STRATEGY, SELECTION & IMPLEMENTATION

At Sciens, we understand that selecting and implementing a new ERP system is one of the most important—and complex—projects a local government can undertake. With decades of experience supporting municipalities and public-sector organizations, we've helped clients navigate the full lifecycle of ERP modernization with confidence and clarity.

We're not just consultants—we're your partners. Many of our team members have served in roles just like yours. We've sat in your seat, faced the same operational challenges, and understand the importance of balancing progress with practical constraints. We've also **worked with hundreds of cities** to successfully replace their legacy ERP systems, and we understand the complexities—both technical and organizational—that come with making that transition.

WHAT MAKES SCIENS DIFFERENT

- **Deep Understanding of the ERP Vendor Marketplace:** We bring firsthand insight into the strengths and weaknesses of leading ERP platforms, helping you evaluate what's right for your organization—not just what's new or trending.
- **Tailored Deliverables Focused on Your Goals:** We don't believe in one-size-fits-all solutions. Every roadmap, recommendation, and report is crafted specifically to reflect your priorities, structure, and needs.
- **Long-Term Client Relationships:** Our clients stay with us—many for decades—because we're responsive, reliable, and committed to supporting them well beyond implementation.
- **Seasoned Experts with Local Government Experience:** Our partners bring over 60 years of combined experience in public-sector operations, strategy, and enterprise system planning. We've worked with over 250 cities, counties, and utility districts across the country.
- **Vendor-Neutral, Independent Advice:** Sciens does not sell software, and we have no affiliations with vendors. You'll always receive an unbiased perspective focused solely on what serves your best interests.
- **Supportive, Flexible, and Collaborative Approach:** We don't just "deliver a report." We roll up our sleeves, work alongside your team, adapt to your environment, and guide you every step of the way.

ABOUT SCIENS

Sciens is a Dallas-based consulting firm that has been supporting local governments with their ERP systems since 1989. Our work is rooted in thoughtful planning, practical guidance, and a deep understanding of the unique challenges public-sector organizations face.

We're here to help you make informed decisions, whether you're evaluating your current system or planning for a major ERP transition. With decades of experience and a calm, collaborative approach, our team is committed to walking alongside you—every step of the way.

ERP SYSTEM PLANNING EXPERTISE

Our consultants stay current in the latest industry trends through participation in key certification programs and educational forums including:

Every client we serve is unique. Each comes with their own set of goals and priorities. Sciens' dedicated team of industry experts help you analyze your current issues and develop an RFP that meets your organization's individual needs and overall vision. Our staff are focused to solve variety of challenges including:

- ERP System Strategic Planning
- Management Vision & Strategy
- Organizational Structuring
- End User Hardware & Software Review
- Financial Reporting and Data Analytics
- ERP System Budget Forecasting
- Staffing & Resource Advisement
- Technology Lifecycle Analysis
- Financial Benchmarking
- Back End Infrastructure, Data Center & Network Recommendations
- Software Implementation & Support
- Business Operations, Strategy & Assessment Services
- Functional Requirements Definition
- ERP System Vendor Analysis
- Operational Process Review and Recommendations
- Technology Procurement & Governance

EXPERIENCE WITH LOCAL GOVERNMENT PUBLIC SECTOR

Sciens brings unmatched experience working with hundreds of local governments to modernize their ERP system landscapes and optimize day-to-day operations.

Many of our team members have worked within the public sector themselves—we understand your challenges because we've faced them too. Every engagement is thoughtfully tailored, grounded in real-world constraints, and focused on delivering sustainable, actionable results. Below is a sampling of our most recent clients.

- Ada, OK
- Alachua County, FL
- Allen, TX
- Amarillo, TX
- Bi-County Police Information Network, WA
- Burleson, TX
- Cedar Park, TX
- Charlotte, NC
- Citibank
- Cleburne, TX
- Colleyville, TX
- Collier County, FL
- Collin County, TX
- Columbia, MO
- Columbus, OH
- Conroe, TX
- Dallas County, TX
- Danville, VA
- Deer Park, TX
- Delray Beach, FL
- DeSoto, TX
- Ector County, TX
- Fort Lauderdale, FL
- Franklin & Benton Counties, WA
- Gilbert, AZ
- Greene County, MO
- Hastings, NE
- Hialeah, FL
- Hillsborough County, FL
- Indianapolis, IN
- Irving, TX
- Jacksonville Beach, FL
- Johnson County, TX
- Jupiter, FL
- Jupiter and Palm Beach Gardens, FL
- Keller, TX
- Kennewick, WA
- Lancaster, TX
- Lincoln, MA
- Loveland, CO
- Lubbock, TX
- Martin County, FL
- Maui County, HI
- McKinney, TX
- Mesa, AZ
- Miami International Airport, FL
- Norcross, GA
- Norman, OK
- North Richland Hills, TX
- North Central Texas Council of Governments
- Northampton County, PA
- O'Hare International Airport, IL
- Odessa, TX
- Onondaga County and Syracuse, NY
- Owensboro, KY
- Oxnard, CA
- Palm Beach Sheriff's Office, FL
- Palm Beach, FL
- Parkland, FL
- Pearland, TX
- Plano, TX
- Plantation, FL
- Polk County, FL
- Pompano Beach, FL
- Port Arthur, TX
- Prosper, TX
- Richardson, TX
- Richland Hills, TX
- Richland, WA
- Sony Corporation
- Southlake, TX
- Spartanburg County Parks & Rec Commission, SC
- St. Petersburg, FL
- Sugarland, TX
- Sun Prairie, WI
- Sunrise, FL
- Syracuse, NY
- Truckee, CA
- Universal Studios, Japan
- University Park, TX
- Victoria, BC, Canada
- Waco, TX
- Wayne County Probate Court, FL
- Westlake, TX
- Westminster, CA
- Wichita Falls, TX
- Wilmette County, IL
- Wylie, TX
- Yuma, AZ

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- ERP System Budget Forecasting
- Staffing & Resource Advisement
- Financial Benchmarking
- Back End Infrastructure, Data Center & Network Recommendations
- Software Implementation & Support
- Business Operations, Strategy & Assessment Services
- Functional Requirements Definition
- ERP System Vendor Analysis
- Operational Process Review and Recommendations

EXPERIENCE WITH ERP SYSTEM PRODUCTS

As a truly local government ERP consulting firm, Sciens offers objective, vendor-neutral guidance backed by deep knowledge of the software landscape.

We have led hundreds of local government clients through the full lifecycle of ERP transformation—from needs assessment and system selection to contract negotiation and successful implementation. Our team has hands-on experience with a wide range of ERP platforms, ensuring we bring practical insight and proven strategies tailored to each client's goals. Below is a list of ERP systems with which we have recent, hands-on experience.



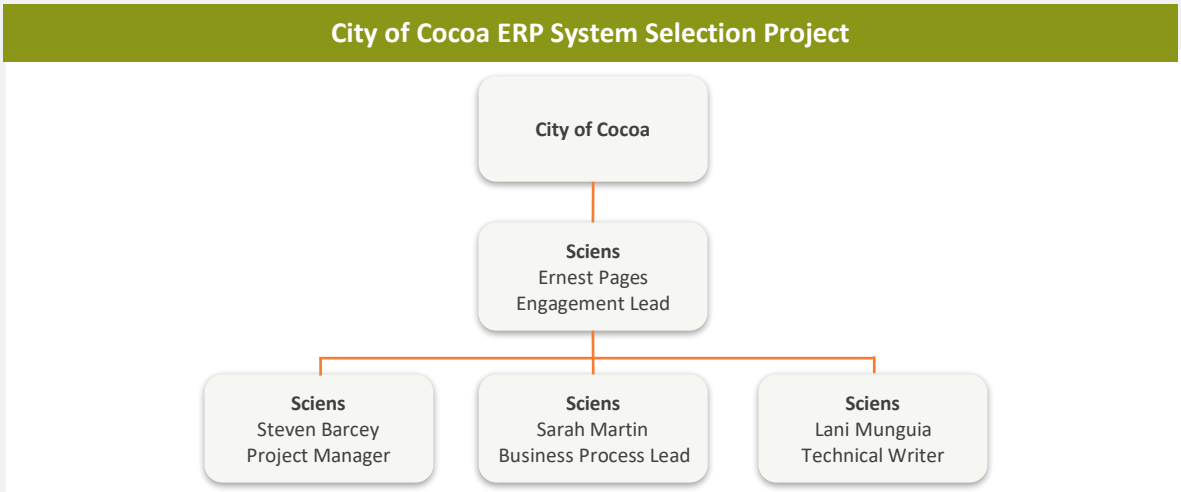
THE SCIENS TEAM

EXPERIENCED & KNOWLEDGEABLE

Sciens has worked with many public, private and non-profit organizations throughout the years. Although every client is facing a unique set of challenges, there are many common threads that every business confronts. Isolated systems or redundant processes can slow an organization or increase costs. We bring a fresh perspective to assess environments and recommend practical solutions to improve performance.

PROJECT TEAM

The first step for a successful project is to assemble the best team possible to execute the work and provide an efficient and effective framework for accomplishing the project. In our experience, the greatest teams function as a true partnership based on trust and respect. As shown in the project organization below, our goal is to become part of your project management team while providing a formal arrangement for accomplishing the work. If awarded the City's project, the following Sciens team members would support the development:



Ernest Pages, Partner

- Primary engagement lead overseeing project direction, executive alignment, and client communication to ensure successful outcomes across all phases.

Steven Barcey, Partner

- Project manager for the engagement, offering deep experience in ERP system selection and implementation for local governments.

Sarah Martin, Senior Consultant

- Business process lead assisting the team with workflow analysis and strategy with application integration and functional needs.

Lani Munguia, Senior Consultant

- Technical writer bringing a wealth of technical and hands-on business experience to develop the technical documents for the project.

We are 100% committed to the success of the project and ensure the City gets a system that is functional, with better workflows, leading to greater efficiency. Working with City management and end users, the Sciens team provides leadership and execution expertise to ensure the project stays within budget and schedule. Other members of the Sciens team may be brought in throughout the project as needed.

Detailed on the next few pages are the resumes of the proposed project team that will be working with the City.

ERNEST PAGES, ENGAGEMENT LEAD



SUMMARY

Ernest Pages brings over four decades of experience partnering with seasoned professionals in local government, especially those leading finance, administration, and operational departments. As a senior technology strategist and trusted advisor, he has worked closely with both leadership and staff to modernize financial systems, improve service delivery, and guide complex initiatives that strengthen institutional performance. Known for his practical insight and steady leadership, Ernest has helped public agencies navigate change, modernize processes, and deliver measurable results at the local, and national levels.

REPRESENTATIVE PROJECTS

ERP Needs Assessment & Strategic Planning:
Led comprehensive needs assessments to help city leadership define ERP goals, prioritize functional requirements, and align system capabilities with long-term organizational strategies. Focused on helping departments—from finance and HR to utilities and public works—clarify their operational challenges and future needs before entering the procurement process.

Stakeholder Engagement & Change Readiness:
Facilitated workshops and interviews across departments to gather input, build consensus, and prepare teams for the organizational changes that come with ERP implementation. Emphasized clear communication, cross-functional collaboration, and early planning to ensure cities are ready to adopt new systems with minimal disruption.

Contract Negotiations:
Provided guidance to municipalities throughout the contract negotiation process, focusing on clear scope definition, vendor accountability, favorable pricing, and performance-based terms. Helped clients avoid common pitfalls by ensuring agreements reflect operational needs and future scalability.

Project Management:
Led multi-phase projects from planning through post-implementation, aligning internal teams and vendors toward shared milestones and clear deliverables. Brought practical, hands-on management to keep efforts on track, address risks early, and ensure the city achieves a successful outcome that meets long-term objectives.

Specialties

Executive Advisory
Business Planning & Feasibility
Procurement & Contract Negotiation
Implementation Project Management

Education

University of Miami School of Business
Master of Business Administration
University of Miami School of Engineering
Master of Science, Industrial Engineering
Florida Atlantic University School of Engineering
Bachelor of Science, Mechanical Engineering

Professional Certifications

State of Florida, Engineering EIT Number 481ET259
FEMA Continuity of Operations (COOP) & Incident Command System (ICS) Planning
Certified Information Systems Auditor (CISA)

Publications / Speaking Engagements

Co-authored book, Transforming Government – Performance Driven Technology
Speaker at Texas Association of Government IT Managers (TAGITM) annual conferences

STEVEN BARCEY, PROJECT MANAGER



SUMMARY

Steven applies an analytical background in financial economics, risk management, business analysis, statistics and strategic management consulting to provide insightful, practical and effective solutions to local government agencies. He has developed strategic master planning services to a wide range of cities, demographics and technological maturity. He maintains a consistently fresh view on technology use by keeping up-to-date on emerging technology trends, industry best practices of governance and organization, and the evolving demands of citizens and staff.

Prior to joining Sciens Consulting, Steven worked in risk management consulting at a major data analytics firm and provided consulting services and market risk analysis for major financial institutions on their investment portfolios.

REPRESENTATIVE PROJECTS

Enterprise Resource Planning:

Conducted extensive analysis of user needs in the context of Municipal ERP system vendors' market capabilities. As part of the scope, he developed specifications and Requests for Proposal, and assisted clients with vendor selection and contract negotiations.

Provided project management, vendor management, and risk management assistance during implementation of several Municipal ERP Systems: Finance, Human Resources, Utility Billing, Community Development, Work Order/Asset Management, Citizen Portals, Courts.

Business Process Reengineering:

Lead business analyst and project manager for team that analyzed municipal business processes, identified improvement opportunities, documented, and trained new processes.

Municipal Applications Procurement:

Developed procurement documents including optional Cloud-hosting, alternate pricing, City contractual requirements, end user functional requirements, technical environment limitations, and City prioritization. Provided objective evaluation and ranking of proposals, guidance and evaluation of vendor demonstrations, and final recommendations to City Management.

Specialization

- Strategic Management Consulting
- Executive Advisement
- Risk Management
- Systems Analysis, Selection & Procurement
- ERP Governance
- Data Management
- Business Process Analysis
- Financial Economics
- Project Management

Education

University of Texas
Bachelors of Science in Finance and Economics

Recent Clients

- Burleson, TX
- Conroe, TX
- Delray Beach, FL
- Hastings, NE
- Keller, TX
- Kennewick, WA
- Martin County, FL
- McKinney, TX
- North Richland Hills, TX
- Owensboro, KY
- Oxnard, CA
- Plano, TX
- Prosper, TX
- Southlake, TX
- Truckee, CA
- Waco, TX
- Westminster, CA

SARAH MARTIN, BUSINESS PROCESS LEAD



SUMMARY

Sarah is a seasoned leader and project manager with over 2 decades experience in managing business systems implementations, ERP evaluation and selection, business process evaluation / optimization and detailed system support. She has consistently demonstrated the unique ability to bring project teams together to drive processes, documentation, and support to achieve successful project closure. She is client focused and works to ensure systems are designed to meet expectations and to improve and simplify processes. She consistently implements projects on time and under budget.

Prior to joining Sciens Consulting, Sarah was a Project Manager for a leading ERP company. She maintains strong relationships within the industry and stays up to date on industry advancements.

REPRESENTATIVE PROJECTS

ERP Implementation:

Provide multi-year project management support for ERP conversions including both Finance and HR modules. This included management of the conversion and importation of all HR and finance data into the new ERP tool. Conversion at Ector City ISD included 5,000+ employee records for HR/Payroll, 30,000+ GL accounts and a $300m+ annual budget for Finance. Worked to ensure processes were documented and systems were designed to streamline processes and minimize data entry discrepancies. Developed and trained 100+ users on new ERP system and processes. Worked with Leadership Team to create strategic plan for implementing additional modules and performing system upgrades.

Large Scale Data Conversion:

Managed a large-scale HR conversion from paper to electronic records for 10,000+ historical employee records. Worked with 3rd party system to scan records and with ERP system to import into ERP system.

Time Keeping System Implementation:

Worked with large ISD to migrate employees from manual time sheets to utilizing electronic time keeping system. Created processes and procedures with Payroll department and Information Systems to integrate 3rd party time keeping system with current ERP system to minimize data entry and ensure data integrity.

Specialties

- Leadership
- Application Integration
- HR/Payroll Processes
- Budgeting and Grant Expertise
- ERP System Configuration
- Business Process Analysis
- Project Management
- Data Conversion
- Applications Mapping
- Systems Analysis, Selection & Procurement
- Data Management

Education

University of Texas Permian Basin

Bachelors of Science in Computer Science

Bachelors of Arts in History

Bachelors of Arts in English

Recent Clients

- Longview, TX
- Haltom City, TX
- North Richland Hills, TX
- Prosper, TX
- Midland, TX
- Longmont, CO
- Vallejo Flood and Wastewater, CA
- Ector County ISD, TX
- Richardson ISD, TX
- Leander ISD, TX
- YES Prep Public Schools

LANI MUNGUIA, TECHNICAL WRITER



SUMMARY

Lani is a recognized leader with over 12 years' experience as a Human Resources Director and Information Systems Manager. With over 8 years' experience in ERP and time keeping systems, she has been able to provide clients with web-based solutions, including custom reports, documented processes, and business process improvements plans.

Prior to joining Sciens Consulting, Lani worked in public education as a Human Resources Director and Information Systems Manager having experience implementing the Tyler Munis ERP system. Lani currently lives in the Fort Worth area.

REPRESENTATIVE PROJECTS

ERP Project Management:

Provide project management support for ERP systems including both Finance and HR modules in addition to deploying a large-scale Kronos timekeeping system. Worked to ensure processes were documented and systems were designed to streamline processes and minimize data entry discrepancies. Developed and trained power users on ERP system processes. Provided ongoing support to all ERP users by providing up to date documentation in a centralized location. Worked with Leadership Team to create updated processes as system upgrades were completed to stay update with ERP modules.

Human Resources Business Process Improvement:

Developed electronic processes within Employee Self Service module including the ability for employees to make demographic changes independently, generating employee contracts, viewing of employee compensation and benefits, employee notifications in mass, and employee exit surveys.

Technical Writing & Documentation:

Led the development of key documents for the City's ERP selection and procurement. Documented clear requirements, process workflows, assessments, RFPs, and evaluation criteria to guide vendor selection. Developed scoring methodologies and procurement reports for a structured decision-making process. Worked with stakeholders to document current and future processes, ensuring alignment with City needs. Maintained organized, up-to-date documentation to support informed decisions and a smooth transition to the new system.

Specialties

Project Management
Team Building
Systems Analysis, Selection & Procurement
Human Resources Business Processes
Finance Business Processes
Report Writing
SQL Reporting
Data Management
Business Process Analysis
Leadership
System Upgrade and Implementation
Time Keeping Systems

Education

Angelo State University
Bachelors of Business in Marketing

Competencies

Large scale ERP system project and upgrade deployment

Building culturally diverse teams with excellent business process and strategy development skills

Communicating technical concepts to non-technical audiences

Presenting initiatives and project updates to executive management

Project Lifecycle Management, from initial feasibility analysis through request for proposal, negotiations, implementation

Developing custom user-specific and management reports using modern reporting tools (e.g., SSRS, SQL, Cubes)

CLIENT REFERENCES

While all of our clients are referenceable, we have highlighted a few clients who selected Sciens to develop assist them with assessing, selecting and implementing their ERP systems. These projects have all occurred within the last few years and are similar in scope City's project.

City of Plantation, Florida

- Contact Name: Anna Otiniano, Director of Finance
- Address: 400 NW 73rd Avenue, Plantation, Florida 33317
- Phone: (954) 797-2163
- Email: AOtiniano@plantation.org

Services Provided: ERP System Assessment, Selection, and Implementation

Town of Prosper, Texas

- Contact Name: Jay Carter, Purchasing Manager
- Address: 250 W First St, Prosper, TX 75078
- Phone: (972) 569-1018
- Email: jcarter@prospertx.gov

Services Provided: ERP System Assessment, Selection, and Implementation

City of Hastings, Nebraska

- Contact Name: Roger Nash, Finance Director
- Address: 220 N Hastings Avenue, Hastings, NE 68901
- Phone: (402) 461-2310
- Email: rnash@cityofhastings.org

Services Provided: ERP System Assessment, Selection, and Implementation

OUR UNDERSTANDING OF COCOA'S NEEDS

After our discussions with executive city management, we understand the following services are being requested:

- Meet with operational departments and IT to review current environment
- Use the Infotech RFP as a base and guide for ERP system requirements
- Add any additional requirements identified with the end users
- Blend the previous Infotech RFP contents with our comprehensive Request for Proposals package
- Evaluate software vendor proposals
- Assist the City with the entire procurement process of the selected ERP
- Potentially provide project management and subject matter expertise during implementation

The City of Cocoa has been using its current CS Naviline ERP system since its implementation several years ago. The system has served as the City's core administrative system, but several 3rd party systems have been deployed to facilitate the remaining City functions. While these systems might have been the right for the City when first implemented, today they do not provide the City with an integrated platform for growth or modern functionality.

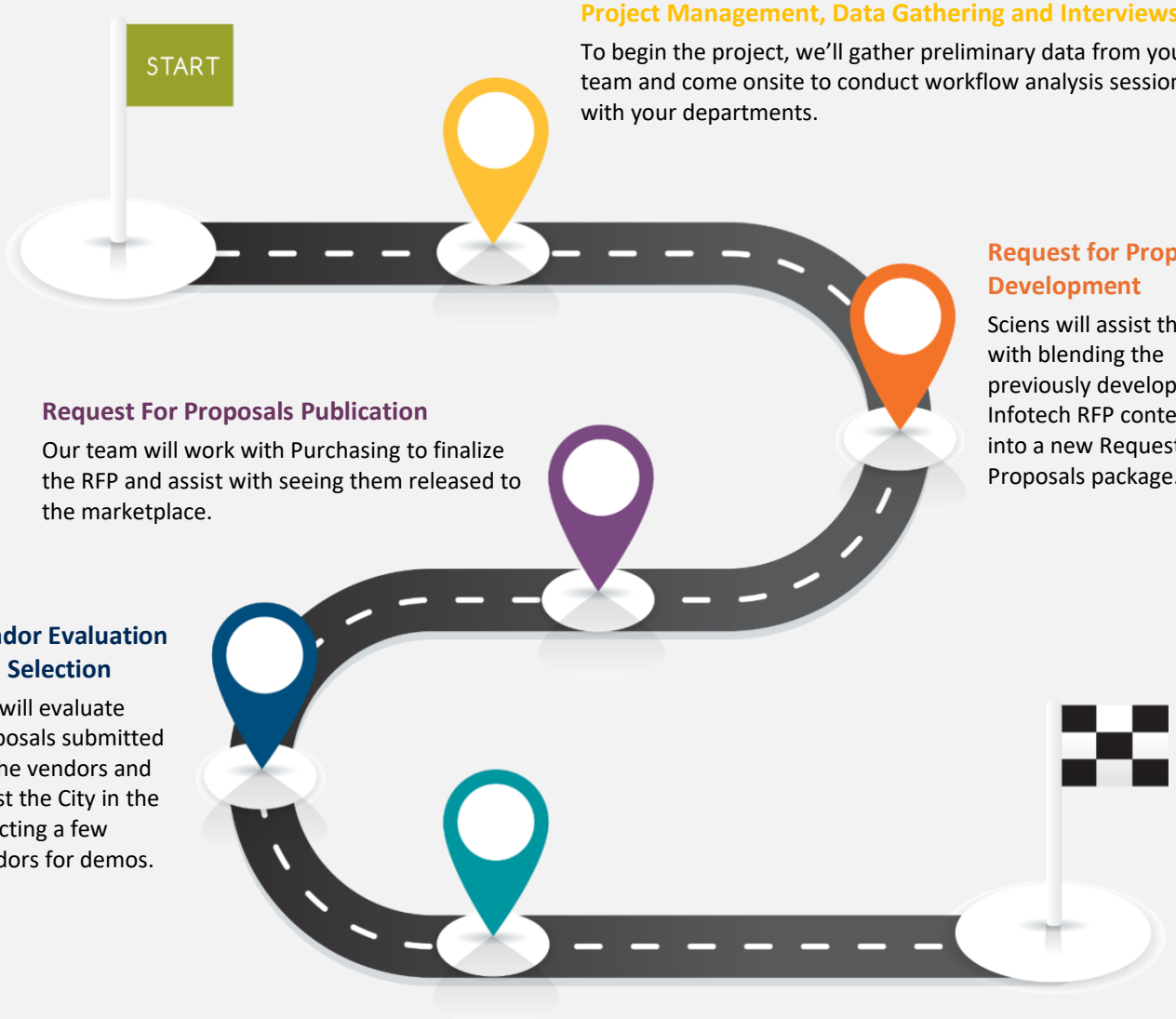
Due to the limitations of the current system and the need for modernization, the City initiated efforts to replace the Naviline system approximately six years ago. At that time, Infotech was engaged to conduct an assessment and develop a Request for Proposals (RFP) for a new ERP solution. However, the project was paused before the RFP could be issued. The City is now seeking a consultant to help update and refine the previously developed RFP and to support the selection of a modern ERP system that aligns with its long-term goals.

The City is seeking a modern ERP system that improves efficiency and automates industry-standard processes across the organization. Given the current system's limitations, uncertain vendor support, and the City's evolving operational goals, Cocoa is requesting consulting services to help replace its legacy CS Naviline ERP system with a modern, fully integrated solution.

OUR ENGAGEMENT APPROACH

This section describes Sciens' ERP system selection methodology and the techniques we employ in meeting the needs of the City.

The project is managed hand-in-hand with the City, with Sciens' leadership every step of the way. Here is the high-level roadmap of our methodology.



Project Management, Data Gathering and Interviews

To begin the project, we'll gather preliminary data from your team and come onsite to conduct workflow analysis sessions with your departments.

Request for Proposals Development

Sciens will assist the City with blending the previously developed Infotech RFP contents into a new Request for Proposals package.

Request For Proposals Publication

Our team will work with Purchasing to finalize the RFP and assist with seeing them released to the marketplace.

Vendor Evaluation and Selection

We will evaluate proposals submitted by the vendors and assist the City in the selecting a few vendors for demos.

Vendor Demonstrations

Sciens staff proctors and supports the City through onsite vendor demonstrations with targeted scenario-based scripts and evaluation criteria designed to help the City assess each solution objectively and consistently.

Contract Negotiations

Once the final software solution has been selected, Sciens will assist in developing a BAFO letter and support subsequent contract and SOW negotiations. Sciens will also develop a change management and phased implementation plan.

PHASE 1.1 – PROJECT MANAGEMENT, DATA GATHERING AND INTERVIEWS

Phase 1.1 sets the foundation for the project by establishing the business context, evaluating current processes, and identifying opportunities for improvement. The goal is to understand how the City currently uses its ERP system and what changes may be needed going forward.



We begin by reviewing:

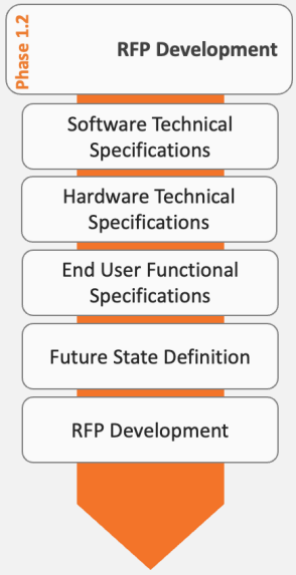
- **The previsouly developed Infotech RFP documents**
- Current applications environement utilized in the City to perform ERP core functions
- How much current processes rely on manual effort
- Process areas prone to errors (e.g., open text entry, missing required fields)
- Whether the current ERP supports future technologies like AI and real-time dashboards.

Next, we meet with staff onsite to gather input, discuss gaps in workflow and define system requirements. We also begin reviewing hardware, software, training, integration points, and support processes.

Key activities in this phase include:

- City Strategic Direction and Goals – We collaborate with City leaders to understand strategic goals and define how a modern ERP system can support them.
- Functional and Business Process Review – We meet with cross-functional teams consisting of department representatives knowledgeable in their portion of the business process and actively utilize the current ERP system. During these meetings, we capture:
  - Workflow and business process limitations of the existing system
  - Financial reporting capabilities focused on City-specific needs
  - Budget and grant tracking functionality or limitations
  - Manual recurring data entry to/from the current system with other ancillary systems
  - SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) of current processes.
- Technology and Infrastructure Review – We work with IT staff to review the City's current technical environment—including servers, network infrastructure, and business applications—to determine how to support a modern ERP system. This helps identify any upgrades or changes that may be needed to ensure system compatibility, minimize disruptions and reduce the need for future technical rework.
- Integration Review – During both business process and IT Department discussions, we examine systems currently integrated with the ERP and assess ways to streamline and improve them.
- System Support Review – We evaluate how the current system is being supported based on interviews with the IT staff and end-user support staff, including:
  - Level of support provided by current ERP vendor, including responsiveness and escalation process
  - City's reliance on external support for issue resolution and system changes
  - Internal IT support structure for handling back-end administrative tasks.

PHASE 1.2 – REQUEST FOR PROPOSALS DEVELOPMENT



In Phase 1.2, Sciens works closely with the City and its Purchasing team to develop a complete Request for Proposals (RFP) package and support its release to the vendor marketplace.

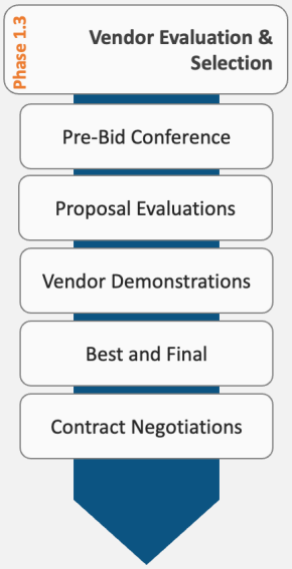
We begin by drafting detailed functional specifications based on the findings from the interviews and data gathering conducted in Phase 1.1. Once reviewed and approved by the City, these specifications are compiled into the RFP package, along with structured response forms and all supporting documentation. **Relevant components from the previously developed Infotech RFP will be incorporated into the RFP package to ensure a comprehensive and cohesive final document.**

Specifically, the compiled RFP package includes:

- RFP Narrative – The RFP Narrative serves as the core of the RFP package. It provides vendors with essential context and clear instructions for submitting a complete and compliant proposal. The narrative outlines why the City is replacing its ERP system, what goals and objectives the new system is intended to achieve, and a summary of the current and future application environment. It also includes detailed sections on:
  - Infrastructure and hosting requirements
  - Maintenance and support expectations
  - Implementation approach and timeline
  - Acceptance testing criteria
  - Contractual requirements and terms.
- Functional Requirements – Sciens develops over 1,500 tailored specifications based on input gathered during earlier phases. Specifications include software (functional) requirements grouped by major components of the ERP system which can include: Finance, Human Resources, Payroll, Grants, Budgeting, Time Entry, Purchasing, Utility Billing, and Reporting.
- Technical Specifications – In addition, infrastructure specifications are created that define technical requirements including system architecture (On-Premises vs. Cloud), network design, server and storage needs, database compatibility, security, scalability, performance, system backup, and integration capabilities.
- Vendor Response Forms - Sciens develops formal, structured response forms that vendors are required to complete as part of their proposal submission. These forms are designed to ensure that all vendors answer questions in a standardized format, allowing the City to make clear, side-by-side comparisons across key functional, technical, and service areas. In addition, detailed pricing sheets are included to establish uniform pricing parameters, ensuring consistency in vendor cost proposals and eliminating hidden or non-comparable pricing components.

As part of the RFP definition process and prior to its release to the marketplace, Sciens collaborates with the City to define the evaluation criteria and assign weights to key scoring categories. This ensures that all vendor proposals are assessed consistently and reflect the City's priorities. Sciens also reviews the complete RFP package with the project team to finalize language and confirm all components are ready for release. Once approved, the package is submitted for publication by the Purchasing department, with support from Sciens.

PHASE 1.3 – VENDOR EVALUATION AND SELECTION



In Phase 1.3, Sciens supports the City throughout the evaluation and selection process for ERP vendors. We guide the City in reviewing submitted proposals, shortlisting vendors for demonstrations, scoring performance, and making a final selection. This phase also includes reference checks, site visit feedback, and contract and statement of work (SOW) negotiation support.

Sciens facilitates this process by coordinating the Bidders' Conference, evaluating vendor submissions for compliance with RFP requirements, and using a structured Vendor Evaluation Matrix to track performance across all evaluation steps. We work closely with the City to ensure that both technical and business needs are objectively assessed and reflected in the final decision.

Once all proposals and demonstrations have been evaluated, Sciens assists the City in selecting a finalist and supports contract and SOW development.

Specifically, this phase involves the following activities:

- Bidders' Conference and Vendor Q&A Addendum – Shortly after the RFP is released, Sciens coordinates and proctors the Bidders' Conference via MS Teams. At the conference, the City presents an overview of the RFP, outlines its objectives, and answers vendor questions. Following the meeting, Sciens drafts a formal Q&A addendum summarizing responses to all submitted questions, which is posted by the City as an official RFP update.
- Vendor Evaluation Matrix – Sciens develops a weighted scoring matrix to evaluate each vendor's performance at all stages of the process—proposal review, demonstrations, pricing, and more. This tool ensures consistent and objective evaluation across all categories.
- 10-Year Total Cost Analysis – To provide a long-term cost perspective, Sciens prepares a 10-year total cost of ownership (TCO) model for each vendor. These cost estimates are incorporated into the evaluation matrix and contribute to the final scoring and ranking.
- Vendor Proposals Evaluation – Sciens leads the review of vendor proposals using the evaluation matrix, assessing each submission for technical and functional compliance, completeness, and overall fit with the City's goals. We also guide the City's internal project team in conducting their own evaluations, ensuring all perspectives are considered.
- Vendor Shortlist and Demonstration Selection – Based on proposal evaluations and cost analysis, Sciens and the City identify a shortlist of up to three vendors to participate in system demonstrations. This shortlist reflects the vendors' estimated ability to meet the City's ERP requirements.
- Vendor Demonstrations – Sciens manages and facilitates up to four vendor demonstration days (two vendors, two days each). We provide scoring tools for City staff to evaluate each demonstration consistently. If requested, Sciens will also score vendor performance independently. Results are compiled and added to the evaluation matrix.
- Contract and Statement of Work (SOW) Negotiation Support – Once a vendor is selected, Sciens supports the City through up to 40 hours of contract and SOW review and negotiation. We work closely with the City to review vendor documents, participate in negotiations, and help ensure the final agreement reflects the City's goals and setup for a successful and collaborative implementation.

ERP SYSTEM IMPLEMENTATION PROJECT MANAGEMENT SUPPORT (OPTIONAL)



Effective implementation and disciplined oversight are essential to turn strategic IT plans into reality. Most technology projects fail because of poor end-to-end project management. Project managers provided by vendors logically look after their own company's interests first. Objective project management comes from experienced project managers with in-depth knowledge and expertise in local government.

Sciens can also provide the City with responsive and agile project management, and meticulous vendor oversight. We represent your interests by ensuring the quality and integrity of the vendor deliverables meet your needs within acceptable timeframes and budgets. From the initial analysis to the final training session, Sciens manages the details of every project with objectivity and careful consideration of client goals.

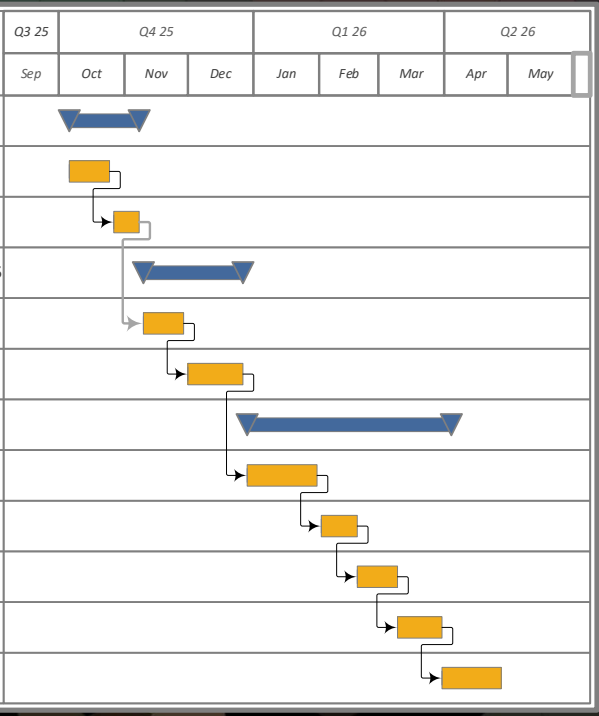
We can help your organization implement the newly selected system by performing the following:

- ✓ Project Implementation Planning
- ✓ Building and Managing the Project Team
- ✓ Active Project Management
- ✓ Project Quality Support
- ✓ Budget and Timeline Tracking
- ✓ Transitional IT Support
- ✓ Recommendations for System Configuration
- ✓ Technical Advisement
- ✓ Onsite Project Review Meetings
- ✓ Ongoing Vendor Management

PROPOSED TIMELINE

A draft GANTT chart for this project, identifying the major tasks with anticipated start and completion timelines, and milestones, is shown below. Sciens is available to start at any time and will work with the City to arrive at a schedule that meets your objectives and deadlines.

ID	Task Name	Start	Finish
1	**1.1 Project Management, Data Gathering & Interviews**	**10/6/2025**	**11/7/2025**
2	Project Kickoff and Initial Data Gathering	10/6/2025	10/24/2025
3	Onsite Department Interviews	10/27/2025	11/7/2025
4	**1.2 Request for Proposals Development**	**11/10/2025**	**12/26/2025**
5	Technical Specifications Development	11/10/2025	11/28/2025
6	RFP Development	12/1/2025	12/26/2025
7	**1.3 Vendor Evaluation & Selection**	**12/29/2025**	**4/27/2026**
8	Vendor Proposal Development	12/29/2025	1/30/2026
9	Bidders Conference, Q&A Addendum, Vendor Evaluation Matrix, Proposals Evaluation	2/2/2026	2/18/2026
10	Short List Notification & Vendor Preparation for Demonstrations	2/19/2026	3/9/2026
11	Vendor Demonstrations	3/10/2026	3/30/2026
12	Contract and SOW Negotiations	3/31/2026	4/27/2026



WHAT HAPPENS DURING THE FIRST FEW WEEKS AFTER YOU BECOME A CLIENT?

Once we receive the signed engagement letter, we immediately begin the client set-up process and have a kickoff meeting with you and your team. In this meeting, we iron out the schedule above and begin preparing you for the interviews and data collection process.



Meeting



Plan



Execute

FEE SCHEDULE

PROJECT COST DETAIL

The total project professional fees for services on the City of Cocoa Enterprise Resource Planning System Selection project are represented in the Project Cost Detail. Based on the scope of work description, deliverables, and our proposed method for conducting the services outlined below, our not-to-exceed-total cost to complete all tasks is outlined below.

ERP SYSTEM SELECTION PROJECT

Phase	Activity	Hours	Fees	Expenses	Total
1.1	**Project Management, Data Gathering & Interviews**				
A	Data Gathering and Onsite Interviews	78	$ 16,500	$ 4,050	$ 20,550
1.2	**Request for Proposals Development**				
A	RFP Development and Review	88	$ 17,200	$ -	$ 17,200
1.3	**Vendor Evaluation & Selection**				
A	Bidders Conference, Q&A Addendum, Vendor Evaluation Matrix & Proposals Evaluation	80	$ 14,000	$ -	$ 14,000
B	Short List Demos	32	$ 8,000	$ 3,200	$ 11,200
C	BAFO & Final Recommendations	8	$ 2,000	$ -	$ 2,000
D	Contract & SOW Negotiation Support	40	$ 10,000	$ -	$ 10,000
TOTAL		**326**	**$ 67,700**	**$ 7,250**	**$ 74,950**

TIPS PURCHASING COOPERATIVE

This project along with any of Sciens Consulting's services can be purchased through the following Purchasing Cooperative:

Purchasing Co-op: TIPS-USA
Contract Number: **230105**
Contract Name: Technology Solutions Products and Services

More information can be found at:

https://www.tips-usa.com/vendorProfile.cfm?RecordID=70CB96CA6605A6BB13B0FFD8BF237334

WHY CHOOSE SCIENS FOR YOUR ERP PROJECT?

It is a pleasure to submit this proposal to
The City of Cocoa

Once again, thank you for taking the time to consider our firm to assist you with your ERP system selection project. We understand this project is tremendously important to the City and thus you are seeking a qualified, experienced consulting firm to ensure the City selects the best fit system for its needs. We also understand that responsiveness and timeliness are important attributes. Our ERP System Expert Group is one of the largest specialty groups in our firm assisting local government clients all over the country with their ERP system selection and implementation projects. You can be assured that we will work with your organization and end users to develop an RFP that is tailored to your goals and strategic vision to move the City ahead for the future as technology becomes more critical to the way you do business.

Some aspects that make us unique:



True Local Government Experts

We have dedicated ourselves to learning and working solely with local cities, counties, and utility districts enabling us to develop a deep comprehension of your business processes and technology needs. Many of our staff have worked in local government organizations, expanding our knowledge base even further.

Customized Deliverables to Capture Your Goals

We understand that no two clients are the same, each having their own set of challenges and business needs. Sciens works with each organization to personalize their RFP to meet these requirements in order to accurately depict the entire picture for the software vendors. We work with over 1500 specifications tailoring your RFP for the best outcome.





Considering Every Angle of the Project

In addition to capturing the business processes, workflows, and reports of the new system, Sciens also considers the technical and data flow aspects of the ERP and how other operational systems will “talk” to it. We help architect the future design to incorporate every system into a unified, integrated platform.

ERP Software Experienced Project Management and Advisement

Many of our expert staff have previously worked for some of the top ERP software companies as senior project managers and implementation consultants. This gives Sciens a unique advantage when implementing these systems as we have hands-on, in-depth knowledge that proves to be extremely beneficial for our clients in making decisions throughout their implementation projects.





Sciens Consulting
5900 S. Lake Forest Drive, Suite 300
McKinney, Texas 75070
888.898.3468

sciens.com

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Sciens LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Sciens LLC

Vendor Address: 5900 South Lake Forest Drive Suite 300

City: McKinney State: TX Zip Code: 75070

Vendor Authorized Signatory Name: Steven Barcey

Vendor Authorized Signatory Title: Partner

Vendor Authorized Signatory Phone: 469-346-6288

Vendor Authorized Signatory Email: sbarcey@sciens.com

Vendor Authorized Signature: Steven Barcey Digitally signed by Steven Barcey Date: 2023.01.20 10:31:19 -06'00' Date: 01/02/23

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4-21-2023



230105
Sciens Consulting
Sciens LLC
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Sciens Consulting Information

Contact:	Ernest Pages
Address:	5900 South Lake Forest Drive, Suite 300 5900 South Lake Forest Drive, Suite 300 Mckinney Mckinney, TX 75070
Phone:	(469) 854-2218
Fax:	(866) 858-0898
Toll Free:	(469) 854-2218
Email:	epages@sciens.com
Web Address:	www.sciens.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Steven Barcey
Signature

sbarcey@sciens.com
Email

Submitted at 1/20/2023 10:41:08 AM (CT)

Supplier Note

Thank you for your consideration for renewing our TIPS contract.

Requested Attachments

Pricing Form 1 — 230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — 230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — 230105 Reference Form.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form 230105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 Sciens W-9 22APR22.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) Sciens-ERP-040622-sm.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) Sciens logo.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Sciens Consulting is an information technology management consultancy supporting customers since 1989. We specialize in: - Systems Selections - Implementation Project Management - IT Strategic Planning - IT Operations Assessments - IT Architecture Planning - System Specifications Development. We specialize in local government and school district clients throughout the US.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Steven Barcey

7 Primary Contact Title

Primary Contact Title

Partner

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

sbarcey@sciens.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

4863466288

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Ernest Pages

13 **Secondary Contact Title**

Secondary Contact Title

Partner

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

epages@sciens.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

4695259896

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Steven Barcey

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

sbarcey@sciens.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

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21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Steven Barcey

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

sbarcey@sciens.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

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24 **Company Website**

Company Website (Format - www.company.com)

www.sciens.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Sciens Consulting

26 **Primary Address**

Primary Address

5900 South Lake Forest Drive Suite 300

27 **Primary Address City**

Primary Address City

McKinney

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

75070

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Consulting
IT Planning
CAD System
RMS System
ERP System
IT Architecture
Public Safety
Schools
System Selection
Implementation

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

McKinney

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

TX

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

39

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

10%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

41

TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.
44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
47	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56 **Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

N/A

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75

2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76

2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

77

2 CFR Part 200 or Federal Provision - Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	Sciens Consulting

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Town of Prosper, Texas	Len McGaw, IT Project Manager	lmccaw@prospertx.gov	(972) 569-1199
City of McKinney, Texas	Sid Hudson, Chief Information Officer	shudson@mckinneytexas.org	(972) 547-7604
City of North Richland Hills, Texas	Karen Bostic, Assistant City Manager	kbostic@nrhtx.com	(817) 427-6005

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Sciens LLC

Vendor Authorized Signatory Name: Steven Barcey

Vendor Authorized Signatory Title: Partner

Vendor Authorized Signatory Email: sbarcey@sciens.com

Vendor Address: 5900 South Lake Shore Drive Suite 300

City: McKinney State: TX Zip Code: 75070

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

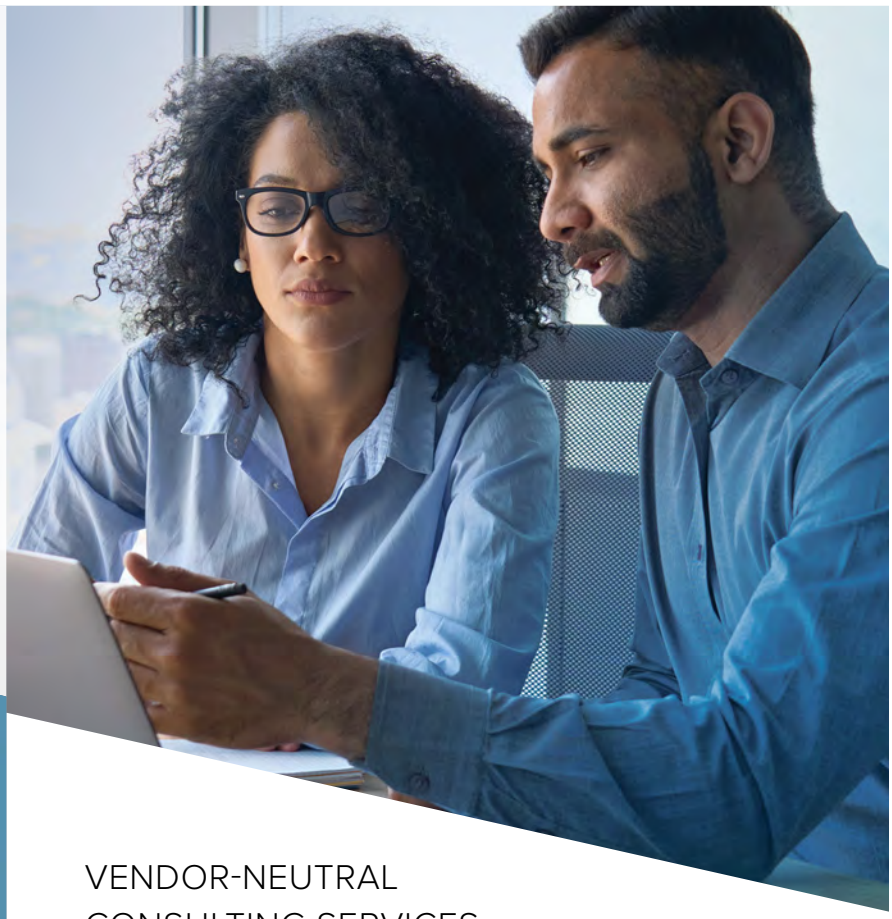
Authorized Signature: Steven Barcey Digitally signed by Steven Barcey Date: 2023.01.20 10:36:39 -06'00'

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

sciens
CONSULTING

ERP EXPERTS



THE REALITY OF TECH

Simply adopting the latest technologies does not guarantee a positive impact on productivity and service quality. Enterprise Resource Planning (ERP) systems can connect processes and systems.

Sciens Consulting serves as a trusted advisor to local government. We are independent of any technology vendor, so our recommendations are objective. We carefully consider each client's requirements and budget.

Our focus is on providing practical technology plans that make sense for the unique needs of each client and their environment.

- Trusted
- Independent
- Objective
- Experienced
- Knowledgeable

SCIENS.COM

VENDOR-NEUTRAL CONSULTING SERVICES



CONNECTING DATA SYSTEMS

Municipal ERP systems are a suite of integrated applications that an organization can use to collect, store, manage, and interpret data across departments. These systems can drastically improve productivity and service quality, but ERP decisions are complex involving business, financial, political, technical, process, and organizational choices.

“

We help our clients cut through technology confusion and get the best systems for their budget.

Our practical, results-oriented methodology ensures that all teams are aligned. We know first-hand the strength and weaknesses of the biggest solutions in the market. Our experience ensures you are informed and prepared in both negotiations and implementations.

Sciens works exclusively with municipalities and counties. We understand the unique challenges facing these organizations, and help our clients realize their organizational objectives.

Sciens partners with clients throughout the entire planning process. It can be challenging for upper management and council to understand the value of your technology vision. We present detailed plans in a concise and easy to understand way.

Understanding the capabilities of technology can be challenging – sometimes it can be even more difficult to determine the true cost of implementing each system. The consultants at Sciens develop clear recommendations to improve the effectiveness of processes, maximize the return on technology investment, and enhance the efficiency of the organization.

ABOUT SCIENS

Sciens Consulting, LLC is a management and IT consultancy headquartered in McKinney, Texas, serving public sector clients throughout the United States and Canada. The consultants at Sciens have supported the management and IT consulting needs of local government since 1989. We assess business strategies and aligns organizations, processes, and technologies to improve efficiencies that translate into bottom-line results.

LET’S TALK ABOUT SOLVING YOUR TECHNOLOGY CHALLENGES!

Ernest Pages, Partner, Sciens Consulting
888.898.3468 | ignite@sciens.com

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SCIENS ERP METHODOLOGY

INITIATE & GATHER
Collect information, get to know your environment, and understand your goals.

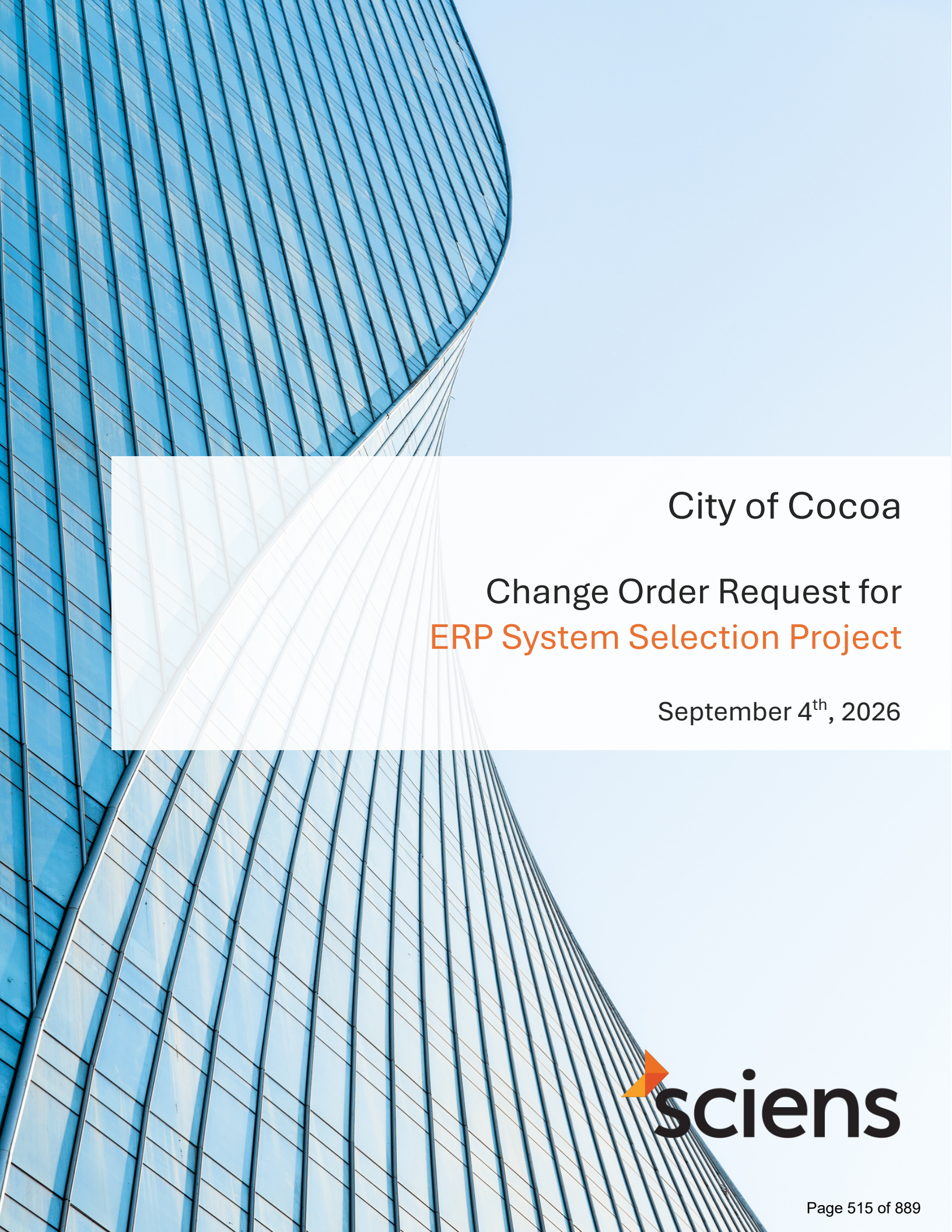
ASSESS & PLAN
Analyze your current workflows and resources, and work with you to define your vision.

RFP DEVELOPMENT
Develop comprehensive RFP documentation, selection criteria, and decision-making process.

RESPONSE MANAGEMENT
Conduct briefings with potential vendors and respond to inquiries.

EVALUATE & SELECT
Prepare a Proposal Evaluation Matrix to recommend the best vendor for the project.

NEGOTIATE
Negotiate contract terms, statement of work, and license and support agreements.



City of Cocoa

Change Order Request for
ERP System Selection Project

September 4th, 2026

sciens

Change Order Request – Additional Onsite Demo

Project Name: ERP Selection Project – City of Cocoa, Florida

Original Agreement Date: December 8, 2025

Consultant: Sciens LLC

Client Contact: Rebecca Bowman, Finance Director

Purpose of Change:

To authorize Sciens' support for an additional onsite vendor demonstration as part of the City's ERP software selection process.

Change Summary:

The original scope of services included support for two onsite vendor demonstrations. At the City's request, Sciens will provide support for one additional onsite vendor demonstration, increasing the total number of vendor demonstrations from two to three.

The additional demonstration will include coordination and facilitation of the onsite demonstration process, participation in the demonstration sessions, and associated evaluation support consistent with the services provided for the other shortlisted ERP vendors.

Additional Onsite Vendor Demonstration: 1

Change Order Amount: $5,600.00

Reason for Change: The City has elected to invite a third shortlisted ERP vendor to participate in the onsite demonstration phase of the ERP selection process. This additional demonstration was not included in the original scope of services and requires additional consultant time for planning, coordination, facilitation, and evaluation support.

All other terms and conditions of the original agreement remain unchanged.

Authorization:

By signing below, both parties agree to the above change in scope and authorize Consultant to perform additional hours of work accordingly.

City of Cocoa Authorization Signature	Sciens LLC Authorization Signature
Name	Steven Barcey
Title	Partner
Date	09/04/2026

PURCHASING
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.gov

AMENDMENT NO. 1 TO SERVICES AGREEMENT

(CHANGE ORDER NO. 1)

ERP SELECTION CONSULTANT SERVICES

AGREEMENT NO. 23015-COC

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into this _____ day of _____, 2026, by and between the **CITY OF COCOA**, a Florida municipal corporation, headquartered at 65 Stone Street, Cocoa, FL 32922 ("CITY"), and **SCIENS CONSULTING LLC** (referenced in Change Order Request as Sciens LLC), with its principal place of business located at 5900 South Lake Forest Drive, Suite 300, McKinney, TX 75070 ("SERVICE PROVIDER").

RECITALS

WHEREAS, the CITY and SERVICE PROVIDER entered into that certain Services Agreement No. 23015-COC dated December 8, 2025 (the "Agreement"), for ERP Selection Consultant Services in an initial fixed fee not-to-exceed amount of $74,950.00 utilizing TIPS Cooperative Purchasing Contract No. 230105; and

WHEREAS, Section 4 and Section 15.6 of the Agreement provide that additional services or amendments may be authorized through a mutually agreed-upon written instrument executed by both parties; and

WHEREAS, the CITY has elected to invite a third shortlisted vendor to participate in the on-site ERP software vendor demonstration phase, increasing the number of supported vendor demonstrations from two (2) to three (3); and

WHEREAS, the SERVICE PROVIDER submitted a Change Order Request dated September 4, 2026, in the amount of $5,600.00 to cover the necessary preparation, coordination, on-site facilitation, and evaluation support services, as well as associated travel costs for the additional vendor demonstration; and

WHEREAS, on _____, 2026, the City Council of the City of Cocoa formally approved Change Order No. 1 in the amount of $5,600.00, bringing the total cumulative contract value to $80,550.00;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the CITY and SERVICE PROVIDER agree as follows:

1. SCOPE OF ADDITIONAL SERVICES

Section 1 (*Nature of Work*) and Exhibit A (*Scope of Services*) of the Agreement are hereby amended to incorporate the additional services detailed in the Sciens LLC Change Order Request dated September 4, 2026, attached hereto and incorporated herein as **Exhibit A**. Specifically, SERVICE PROVIDER shall provide planning, coordination, on-site facilitation, participation, and evaluation support for one (1) additional shortlisted ERP vendor demonstration (increasing total supported demonstrations from two to three).

2. COMPENSATION AND PAYMENT

Section 4 (*Payment*) of the Agreement is hereby amended as follows:

- **2.1.** The fixed fee not-to-exceed contract amount is increased by **$5,600.00** (Change Order No. 1), revising the total maximum contract compensation from **$74,950.00** to **$80,550.00**.
- **2.2.** The additional $5,600.00 shall be invoiced upon successful completion of the third vendor demonstration facilitation and evaluation deliverables in accordance with the billing provisions set forth in Section 4 of the Agreement.

3. RATIFICATION & CONFLICT

Except as expressly amended herein, all other terms, conditions, covenants, and provisions of Agreement No. 23015-COC shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment No. 1 and the original Agreement, the terms of this Amendment No. 1 shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first written above.

Sciens LLC	CITY OF COCOA
By: Steven Barcey	**By:** Stockton Whitten
(Print Name)	(Print Name)
Partner	City Manager
(Title)	(Title)
09/14/2026	
Signature / Date	Signature / Date

Attest: _____
Monica Arsenault, City Clerk

CITY COUNCIL AGENDA ITEM

Memo Date:	September 9, 2026
Agenda Date:	September 22, 2026
File ID:	2026-813
Prepared By:	Lorraine Williams-Hubbard
Through:	Frank Palmieri, Superintendent
Requested Action:	Approve Task Order 2027-20 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility. Sellers also request authorization to fund a Purchase Order in the amount of $196,302.41 (Pending FY27 Budget Approval). *******This Item is Confidential per FS 119.0725 and Not for Public Release*******

BACKGROUND:

*******This Item is Confidential per FS 119.0725 and Not for Public Release*******

On May 23, 2023, Council Approved the Award of RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems and a contract was entered into on July 31, 2023, with the top-ranked firm, Carollo Engineers, Inc.

Under this contract, staff has requested Task Order 2024-02 for SCADA Programming support services on an as-needed and on-call basis. The scope of the task order will also provide renewal services for software licenses and support contracts at the direction of the Sellers staff.

On May 12, 2026, Carollo's contract initial term was from July 31, 2023 – July 30, 2026, and subsequently amended under Amendment #1 through July 30, 2028.

Sellers Staff is recommending City Council approval of Task Order 2027-20 with Carollo Engineers, Inc., Orlando, Florida, to maintain the Sellers Plant SCADA System; Project Management and Coordination, SCADA Programming, As Needed and Emergency on-call services and Software License Renewals pending the approval for the FY2027 budget.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Pending FY27 Budget Approval
If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds

Account Number	Amount
421-4120-536.31-03	$196,302.41

PREVIOUS ACTION:

May 23, 2023 – To Approve the Final Ranking of the Short-Listed Firms for RFQ Q-23-13-COC, Engineering Services for Wastewater Collection, Treatment, and Disposal Systems; To Authorize the City Manager and City Attorney to Negotiate and Execute a Multi-Year Contract with the Top-Ranked Firm, Carollo Engineers, Inc.

September 24, 2024 – Approved Task Order 2025-08 for the as needed and emergency maintenance of the Sellers SCADA System.

September 9, 2025 – Approved Task Order 2026-15 for the as needed and emergency maintenance of the Sellers SCADA System.

RECOMMENDED MOTION:

Approve Task Order 2027-20 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Maintenance at the Jerry Sellers Water Reclamation Facility. Sellers also request authorization to fund a Purchase Order in the amount of $196,302.41 (Pending FY27 Budget Approval).

*******This Item is Confidential per FS 119.0725 and Not for Public Release*******

CITY COUNCIL AGENDA ITEM

Memo Date:	September 10, 2026
Agenda Date:	September 22, 2026
File ID:	2026-814
Prepared By:	Lorraine Williams-Hubbard
Through:	John Walsh, Utilities Director
Requested Action:	Approve increasing the FY 2027 contract purchasing capacity to $174,273 and issuing a Purchase Order in the amount of $174,273 to H&H Liquid Sludge Disposal, Inc. (Branford, FL) for sludge hauling services under the piggybacked City of Holly Hill RFP #24-WW-01, contingent upon the adoption of the FY 2027 budget; to authorize the City Manager to execute a contract renewal prior to the contract expiration June 25, 2027, contingent upon the City of Holly Hill extending its lead contract.

BACKGROUND:

The Jerry Sellers Water Reclamation Facility (JSWRF) produces approximately 300 to 400 tons of biosolids annually. To remain in compliance with environmental regulations, biosolids must be transported and disposed of by a licensed contractor at a Florida Department of Environmental Protection (FDEP)-approved site. The City's contractor, H&H Liquid Sludge Disposal, Inc. (Branford, FL), manages site selection, maintains land-application agreements, keeps required regulatory records, and beneficially reuses Cocoa's biosolids as organic fertilizer on local ranch land.

The City currently piggybacks the City of Holly Hill's contract (RFP #24-WW-01) with H&H Liquid Sludge Disposal, Inc., which was originally approved by City Council on October 24, 2023. Council subsequently approved an annual purchasing limit of $125,000 on November 12, 2024 (Agenda Item 24-619). To accommodate anticipated hauling volume for the upcoming fiscal year, staff is requesting to increase the FY 2027 contract purchasing capacity from $125,000 to $174,273 and issue a purchase order in that amount, contingent upon the adoption of the FY 2027 budget. There is adequate budget in the contractual services account for FY27 to accommodate the increase in the budget.

Additionally, staff requests authorization for the City Manager to renew the agreement prior to its current expiration of June 25, 2027, provided the City of Holly Hill extends its underlying contract.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Yes (Pending FY27 Budget Approval)
If not budgeted, is amendment / transfer attached? N/A

Source/Use of Funds

Account Number	Amount
421-4120-536.34-00	$174,273

If a P.O. Change Order is involved, please complete the following:
Change Order Amount: $
Original Purchase Order Amount: $

For this Agenda Item note Prior Change Order Information:
Total Number of change orders to date:
Total amount in change orders to date: $

PREVIOUS ACTION:
On November 12, 2024, Agenda 24-619, City Council approved piggyback Agreement with H&H Liquid Sludge Disposal Inc., Branford, Florida, and Approve a multi-year Contract from FY2025 through FY2027 with two (2) one-year extension options in the annual amount of $125,000.

RECOMMENDED MOTION:
Approve increasing the FY 2027 contract purchasing capacity to $174,273 and issuing a Purchase Order in the amount of $174,273 to H&H Liquid Sludge Disposal, Inc. (Branford, FL) for sludge hauling services under the piggybacked City of Holly Hill RFP #24-WW-01, contingent upon the adoption of the FY 2027 budget; to authorize the City Manager to execute a contract renewal prior to the contract expiration June 25, 2027, contingent upon the City of Holly Hill extending its lead contract.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with H & H Liquid Sludge Disposal, Inc., PO Box 390, Branford, FL 32008 (hereinafter referred to as the "Vendor " or "Contractor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with City of Holly Hill, Volusia County – FL., said contract being identified as: Sludge Removal, Hauling and Disposal Services, Contract No. RFP 24-WW-01. (referred to as the "Original Government Contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Sludge Removal, Hauling and Disposal Services, see exhibit "A" original contract.

The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

1. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

1.1. Entity Referenced:

Notwithstanding anything in **Exhibit A** to the contrary, the following terms shall be substituted throughout the Original Government Contract: City of Holly Hill = City of Cocoa; City of Holly Hill Code = Code of the City of Cocoa. Further, references to specifically identified City of Holly Hill Codes, policies and procedures shall refer to similar and substantively equivalent Cocoa Codes, policies and procedures, if any.

1.2. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties sign by and between the City of Cocoa, FL and H & H Liquid Sludge Disposal. The term of said agreement shall be for the period effective date of signature through 06/25/2027. Upon the mutual written consent of both parties, the Agreement may be renewed for two (2) additional terms of one (1) year, irrespective of the Original Government Agency's decision to renew the Original Government Contract. The Agreement shall continue until all outstanding Purchase Orders issued prior to the expiration of this Agreement have been either completed or terminated.

The City of Cocoa intends to utilize said agreement for Fiscal Years 2025 through 2027 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.3 Pricing and Payments:

The pricing under the Original Government Contract shall remain firm throughout the duration of this Agreement. Price increases agreed to by the Original Government Agency after the Effective Date of this Agreement shall not be binding upon the City of Cocoa unless an Amendment to this Agreement is properly executed by an authorized representative of the City of Cocoa. Payments shall be due and payable as provided by the Florida Local Government Prompt Payment Act s. 218.70 et. seq., Florida Statutes.

2.4 Insurance Requirements (As Applicable):

A. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. 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 City.

2.5. E-Verify:

Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the work authorization status of all employees hired on and after January 1, 2021. The

CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit **(Exhibit B).** This must be completed prior to the City issuing any Purchase Orders or requesting services.

B. Subcontractors:

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

C. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the City. To the extent provided by Florida law, Contractor shall be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

2.6. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.7. Venue:

Notwithstanding anything in Exhibit "A" to the contrary, the venue of any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be in the Middle District of Florida, Orlando Division. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.8. Dispute Resolution:

Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.9. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
H & H Liquid Sludge Disposal Attn: Steve Hacht, President PO Box 390 Branford, FL 32008 Phone: 800-653-0386 Email: b.hacht@hhlsd.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

2.10. Sovereign Immunity:
The City intends to avail itself of the benefits of Section 768.28, Florida Statutes, and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Contractor agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person over two hundred thousand dollars ($200,000.00), or any claim or judgment or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars ($300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

2.11. Indemnity:
In addition to any indemnity obligation required in the Original Government Contract and for purposes of Contractor's indemnification obligation only, Contractor shall indemnify the City for claims made by the employees of Contractor against the City, and Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

2.12. Entities of Foreign Countries of Concern:

Contractor certifies, affirms, and herein represents that, if the Services involve access to an individual's personal identifying information, the Contractor is not: (a) owned by the government of a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in the Contractor's business; and (c) the Contractor is not organized under the laws of or have its principal place of business in a foreign country of concern. The terms "foreign country of concern" and "controlling interest" shall mean as defined by Section 287.138, Florida Statutes, as may be amended from time to time

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Entered this _____ day of _____

H & H Liquid Sludge Disposal, Inc

10/17/24

Signature Date

Steve Hacht, President

Name and Title

CITY OF COCOA

N/A

Signature Date

Stockton Whitten, City Manager

Name and Title

Signature Date

Michael Blake, Mayor

Name and Title

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

Attest:

Monica Arsenault, CMC, City Clerk

PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Request for Proposals (RFP) #24-WW-01

THIS AGREEMENT is made and entered into this 26th day of June, 2024, by and between H&H Liquid Sludge Disposal, Inc., duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (RFP #24-WW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City Manager based on performance of the company and adherence to the terms and conditions set forth in the RFP documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:
Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

ORIGINAL ORIGINAL

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Valerie Manning
City Clerk, CMC

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 6/26/2024

WITNESSES:

Katie Matthews

Heidi Morrison

FIRMS

By: _____
Steve Hacht, President

Dated: 5/23/2024

Attachments: A. RFP #24-WW-01
B. Firm Response to RFP

Approved by the City Commission of the City of Holly Hill at a meeting held on this 25th day of June, 2024 under Agenda Item No. 4(3) Consent Agenda.

PROPOSAL PRICING FORM
RFP 24-WW-01
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES

Pricing Proposal for H&H Liquid Sludge Disposal, Inc. **"Contractor"**

Price for sludge removal, hauling and disposal services per Cubic Yard

Year 1: $37.00 per Cubic Yard

Year 2: $38.50 per Cubic Yard

Year 3: $39.75 per Cubic Yard

Notes: 1) The volume of material removed will be measured in cubic yards based on volume of trailer transported. 2) Contractor shall allow the City Utility unlimited ability to move empty and loaded trailers on-site to facilitate loading and storage for contractor transport. 3) The City produces approximately 1,977 tons of biosolids annually typically removed with 108 pulls/year in 31 cubic yard trailers for the basis of bid. Actual quantity and number of pulls will vary on plant influent.

Please provide a detailed description of all costs associated with the process.

Bid prices must include all freight charges and delivery charges for any and all material delivered to the work site.

THE ABOVE AMOUNTS INCLUDE SALARY COST, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN AND PROFIT AND ALL DIRECT AND INDIRECT EXPENSES.

PLEASE INCLUDE ABOVE ANY OTHER POTENTIAL ADDITIONAL SERVICES THAT MAY BE REQUIRED AND ASSOCIATED COSTS.

Authorized Signature	P.O. Box 390 Address
Steve Hacht, President Printed Name & Title	Branford, FL 32008 City, State, Zip Code
H&H Liquid Sludge Disposal, Inc. Company	(800) 653-0386 Telephone No.
5/23/2024 Date	biosolidsolutions@hhlsd.com Email Address

00 30 00

CITY COUNCIL AGENDA ITEM

Memo Date:	September 10, 2026
Agenda Date:	September 22, 2026
File ID:	2026-815
Prepared By:	Lorraine Williams-Hubbard
Through:	
Requested Action:	Approve Annual Renewal Amendment No. 3 of Piggyback Agreement based Orange County Contract Y22-170 Amendment No. 4 with Environmental Operating Solutions in the estimated amount of $106,875 for Supplemental Carbon at the Sellers Water Reclamation Facility for FY2027; Authorize the City manager to execute the agreement and corresponding purchasing order; Authorize the City Manager to approve change orders in an amount not to exceed the total FY2027 budget for chemicals, pending the adoption of the FY2027 budget.

BACKGROUND:

Staff is requesting City Council approval to renew the piggyback agreement with Environmental Operating Solutions, Inc. (EOS) utilizing Orange County Agreement No. Y22-170 Amendment No. 4 for the supply of supplemental carbon at the Sellers Water Reclamation Facility. This action approves the annual agreement renewal (Amendment No. 3), effective September 12, 2026, through September 11, 2027, and authorizes the issuance of a purchase order in the amount of $106,875, subject to FY 2027 budget approval.

The Sellers Water Reclamation Facility establishes annual chemical budgets based on projected treatment demands. While staff dynamically manages individual chemical line items throughout the fiscal year based on actual operational needs; however, actual needs may vary throughout the year. As these needs are determined, staff will adjust the individual chemical budgets based on the need. The total budget authorized for this agenda for the purpose of making sole source purchases of supplemental carbon will not be exceeded unless it is approved by City Council through a subsequent agenda item. Remaining funds within the chemical budget will be utilized for other previously approved or pending chemical procurements.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

Budgeted? Pending adoption of the FY27 Budget

Source/Use of Funds

Account Number	Amount
421-4120-536.52-09	$106,875 (Supplemental Carbon)
421-4120-536.52-09	$392,434 (All Chemicals including the above)

PREVIOUS ACTION:

August 21, 2025 – Approved 2nd annual renewal made effective September 12, 2025. Piggyback Agreement No. Y22-170 Amendment No. 2 for Supplemental Carbon for Sellers Water Reclamation Facility. Renewal made effective September 12, 2025, by and between County Commissioners Orange County and Environmental Operating Solutions, Inc. (Contract Agreement No. Y22-170 Amendment No. 3)

August 20, 2024 – Approved 1st annual renewal made effective September 12, 2024. Piggyback Agreement No. Y22-170 Amendment No. 1 for Supplemental Carbon for Sellers Water Reclamation Facility. Renewal made effective September 12, 2024, by and between County Commissioners Orange County and Environmental Operating Solutions, Inc. (Contract Agreement No. Y22-170 Amendment No. 2)

April 5, 2024 – Approved Annual renewal made effective September 12, 2023. Piggyback Agreement No. Y22-170 for Supplemental Carbon for Sellers Water Reclamation Facility. Renewal made effective September 12, 2023, by and between County Commissioners Orange County and Environmental Operating Solutions, Inc. (Contract Agreement No. Y22-170 Amendment No. 1)

RECOMMENDED MOTION:

Approve Annual Renewal Amendment No. 3 of Piggyback Agreement based Orange County Contract Y22-170 Amendment No. 4 with Environmental Operating Solutions in the estimated amount of $106,875 for Supplemental Carbon at the Sellers Water Reclamation Facility for FY2027; Authorize the City manager to execute the agreement and corresponding purchasing order; Authorize the City Manager to approve change orders in an amount not to exceed the total FY2027 budget for chemicals, pending the adoption of the FY2027 budget.

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Environmental Operating Solutions, Inc., 53 Portside Dr. Pocasset, MA 02559 (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered into a contract with Board of County Commissioners Orange County, FL, said contract being identified as: Supplemental Carbon for Water Reclamation Facilities, Contract No. Y22-170. (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: see Exhibit "A" – original contract.

1. The original government contract is incorporated herein by reference and is attached as **Exhibit A** to this Contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

2. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City of Cocoa, as follows:

2.1. Time Period ("Term") of the Agreement:

The effective date of this agreement shall be the latest date mutual parties' sign by and between the City of Cocoa, FL and Environmental Operating Solutions, Inc. The term of said agreement shall be for the period effective date of the City Manager signature through 09/11/2024, with renewal option of three (3) additional one-year periods.

The City of Cocoa intends to utilize said agreement for Fiscal Year 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

2.2 Insurance Requirements (As Applicable):

A. Liability Insurance

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT LESS THAN $15,000:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is LESS than $15,000, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence and with a deductible amount not greater than $1,000. It is further required that the City of Cocoa, be named as an additional insured to the contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

COMMERCIAL GENERAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR CONTRACTS VALUED AT $15,000 OR MORE:

It is required that individuals and firms contracting with the City of Cocoa, where the total contract or job value is $15,000 or MORE, maintain Commercial General Liability insurance with a minimum per occurrence limit of not less than $2,000,000 as the combined single limit for each occurrence and with a deductible not greater than $5,000 or as otherwise approved in writing by the City Manager. It is further required that the City of Cocoa and FDOT, be named as an additional insured to the Contractor's CGL policy, and that proof of same in the form of a certificate of insurance be submitted before work is begun.

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

B. PROFESSIONAL LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL PROFESSIONALS AS DEFINED BY FLORIDA STATUTE:

Professionals and professional corporations, associations, and firms who contract with the City of Cocoa to provide professional services are required to maintain Professional Liability Insurance and submit proof of same in the form of a certificate of insurance before work is begun.

C. ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

Individuals or firms who contract with the City of Cocoa to provide excavation or construction type services and who will be locating portable fuel or lubricant storage tanks at the job site or who will be storing or using hazardous chemicals on the job site are required to maintain Environmental Impairment Insurance of "Pollution Insurance" with a limit of not less than $1,000,000 per occurrence and submit proof of same in the form of a certificate of insurance or an endorsement to their General Liability policy showing a pollution exclusion exception for each specific work product or storage container before work is begun. Contracts with such firms shall include a provision that they work in compliance with the OSHA Hazardous Communication Standard and Florida Department of Environmental Protection guidelines and supply all information about hazardous chemical being brought onto City property as required by the City's Safety and Loss Control Program.

D. WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

It is required that firms employing four or more people who contract with the City of Cocoa maintain Workers' Compensation Insurance at the statutory limits and employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

It is required that firms employing less than four people who contract with the City of Cocoa comply with the exemption and notice provisions of F.S. 440 and maintain employer liability insurance and submit proof of same in the form of a certificate of insurance before work is begun.

However, if you are a corporate officer of a corporation that is actively engaged in the construction industry, or a sole proprietor or partner who is actively engaged in the construction industry, then your exemption will not apply to any work performed at a commercial building project valued at $250,000 or greater and you must secure workers' compensation coverage in accordance with F.S. 440.38 and these general conditions and submit proof of same in the form of a certificate of insurance before work is begun.

E. COMPREHENSIVE BUILDER RISK INSURANCE

The Contractor shall maintain comprehensive builder risk insurance, which shall cover Contractor's labor, and any materials and equipment to be used for completion of the Work performed under this Agreement, against all risks of direct physical loss, excluding earthquake and flood, for a minimum amount of $2,000,000. Contractor shall maintain the builder risk insurance required by this subsection until the date a certificate of occupancy is issued issuance of a certificate of occupancy for the Work.

F. DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. 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 City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

2.2. E-Verify:

The CONTRACTOR must provide proof of Employment Eligibility by completing the E-Verify Contractor Affidavit (**Exhibit B**) in accordance with Florida Statute § 448.95; via E-Verify (https://www.e-verify.gov), which is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. This must be completed prior to the CITY issuing any Purchase Orders or requesting services.

2.3. Address change for the City of Cocoa:

Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Cocoa, attention of Accounts Payable, at 65 Stone Street, Cocoa Florida 32922, telephone number (321) 433-8633, facsimile number: (321) 433-8608 and email accountspayable@cocoafl.org.

2.4. Venue:
Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

2.5. Dispute Resolution:
Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in Brevard County, Florida, with the parties bearing the costs of their own legal fees and related costs with respect to any dispute resolution, including litigation.

2.6. Notice:
Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, certified mail, return receipt requested, postage prepaid to:

For Vendor	For City
Environmental Operating Solutions, Inc. Attn: Samuel Ledwell, President 53 Portside Drive Pocasset, MA 02559 Phone: 508-322-3077 Email: Samuel.ledwell@microc.com	City of Cocoa Attn: Stockton Whitten, City Manager 65 Stone Street Cocoa, FL 32922

3. All other provisions in the original government contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City of Cocoa and the Vendor.

4. This contract is not a requirements agreement nor is it an exclusive agreement. Accordingly, the City of Cocoa reserves the right to purchase the goods or services that are the subject hereof from any alternative vendor during the contract term, regardless of contrary language in the underlying contract that is being piggybacked.

Environmental Operating Solutions, Inc.

Entered this _____ day of _____

Samuel Ledwell / President

(Print Name / Title)

(Signature)

4/5/2024

(Date)

City Council Approval Required

☐ Yes (Approved by Mayor)

X No (Approved by City Manager)

CITY OF COCOA

By: _____

Date: 4/5/2024

(Stockton Whitten, City Manager)

City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By: N/A

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

SEAL

FLORIDA

Finance Department
Purchasing Division
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8775 I Fax: (321) 433-8860

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
1st AMENDMENT
Environmental Operating Solutions, Inc.
Piggyback Agreement No. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This First Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective September 12, 2024, by and between Board of County Commissioners Orange County and Environmental Operating Solutions, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Supplemental Carbon for Water Reclamation Facilities as agreed upon under Piggyback Agreement Y22-170, made effective April 5, 2024, by and between the City of Cocoa and Environmental Operating Solutions, Inc. This renewal shall correspond with the renewal issued by the Board of County Commissioners Orange County, commencing on October 1, 2024, and expire on September 11, 2025.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

ENVIRONMENTAL OPERATING SOLUTIONS, INC	**CITY OF COCOA**
By: Samuel Ledwell	By: Stockton Whitten
(Print Name)	(Print Name)
President	**City Manager**
(Title)	(Title)
8/19/2024	8/20/2024
Signature / Date	Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Brentley Heimbecker, Chief Operator

City of Cocoa SEAL FLORIDA
Attested By: City Clerk

ORIGINAL

COCOA
FLORIDA

Finance Department Purchasing Division
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8775
FAX: (321) 433-8860
www.CocoaFL.gov

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
2nd AMENDMENT
Environmental Operating Solutions, Inc.
Piggyback Agreement No. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This SECOND Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective September 12, 2025, by and between Board of County Commissioners Orange County and Environmental Operating Solutions, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Supplemental Carbon for Water Reclamation Facilities as agreed upon under Piggyback Agreement Y22-170, made effective April 5, 2024, by and between the City of Cocoa and Environmental Operating Solutions, Inc. This renewal shall correspond with the renewal issued by the Board of County Commissioners Orange County, commencing on October 1, 2025, and expiring on September 11, 2026.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

ENVIRONMENTAL OPERATING SOLUTIONS, INC	**CITY OF COCOA**
Samuel Ledwell	Stockton Whitten
Print Name	Print Name
President	**City Manager**
Title	Title
9/21/25	9/24/2025
Signature / Date	Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Brentley Heimbecker, Chief Operator

CITY OF COCOA SEAL

Attested By: City Clerk

COCOA
FLORIDA

Finance Department Purchasing Division
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8775
FAX: (321) 433-8860
www.CocoaFL.gov

City of Cocoa
AMENDMENT TO PURCHASE AGREEMENT
3rd AMENDMENT
Environmental Operating Solutions, Inc.
Piggyback Agreement No. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This THIRD Amendment is to confirm receipt and acknowledgement of the agreed upon Annual Renewal made effective September 12, 2026, by and between Board of County Commissioners Orange County and Environmental Operating Solutions, Inc. This Amendment also confirms receipt and acknowledgment the CONTRACTOR shall continue to provide Supplemental Carbon for Water Reclamation Facilities as agreed upon under Piggyback Agreement Y22-170, made effective April 5, 2024, by and between the City of Cocoa and Environmental Operating Solutions, Inc. This renewal shall correspond with the renewal issued by the Board of County Commissioners Orange County, commencing on October 1, 2026, and expiring on September 11, 2027.

All other terms, conditions, provisions, and scope of services remain unchanged. By signing below, each party indicates its approval of this Renewal Notice for Contract.

ENVIRONMENTAL OPERATING SOLUTIONS, INC	**CITY OF COCOA**
Samuel Ledwell	Stockton Whitten
Print Name	Print Name
President	**City Manager**
Title	Title
Samuel A. Ledwell 8/26/26	8/31/2026
Signature / Date	Signature / Date

CC: Monica Arsenault, City Clerk
Brian Dale, Purchasing Manager
Brentley Heimbecker, Chief Operator

SEAL

Attested By: City Clerk

CONTRACT NO. Y22-170
Supplemental Carbon for Water Reclamation Facilities

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Department
   8100 Presidents Drive Suite D
   Orlando, FL 32809

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y22-170, Supplemental Carbon for Water Reclamation Facilities - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Environmental Operating Solutions, Inc. (EOSi)
(COMPANY NAME)

BY: _____ (Authorized Signatory

Samuel Ledwell (Name)

President (Title)

DATE: 5/18/2022

NOTICES: 53 Portside Drive (Address)

(Address)

Pocasset, MA 02559 (City, State Zip)

(508) 743-8440 (Phone)

samuel.ledwell@microc.com (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y22-170, Supplemental Carbon for the l Water Reclamation Facilities - Term Contract**.

B. This contract is effective September 12, 2022 and shall remain in effect through September 11, 2023.

C. The estimated contract award for the initial term of the contract is

$1,284,500.00.

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Carrie Mathes, MPA, CFCM, NIGP-CPP,
CPPO, C.P.M., CPPB, A.P.P.
Manager, Procurement Division

DATE: 9.8.2022

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

AMENDMENT NO. 1

CONTRACT NO. Y22-170

SUPPLEMENTAL CARBON FOR WATER RECLAMATION FACILITIES

EFFECTIVE DATE: September 12, 2023

By mutual agreement, the subject contract is changed as follows, deletions are marked by ~~strikethrough~~ and additions by underline:

A. The contract is renewed for the period of September 12, 2023 through September 11, 2024.

All other terms and conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

ENVIRONMENTAL OPERATING SOLUTIONS, INC.	**BOARD OF COUNTY COMMISSIONERS ORANGE COUNTY, FLORIDA**
Signature	Rebeca Malavé Signature
Samuel Lodwell Printed/Typed Name	Rebeca Malave Printed/Typed Name
President Title	Contracting Agent Title
8/14/2023 Date	8/15/2023 Date

AMENDMENT NO. 2

CONTRACT NO. Y22-170

SUPPLEMENTAL CARBON FOR WATER RECLAMATION FACILITIES

EFFECTIVE DATE: September 12, 2024

By mutual agreement, the subject contract is changed as follows, deletions are marked by ~~strikethrough~~ and additions by underline:

A. The contract is renewed for the period of September 12, 2024 through September 11, 2025.

All other terms and conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

ENVIRONMENTAL OPERATING SOLUTIONS, INC.	**BOARD OF COUNTY COMMISSIONERS ORANGE COUNTY, FLORIDA**
Signature	Signature
Samuel Ledwell	Rebeca Malave
Printed/Typed Name	Printed/Typed Name
President	Contracting Agent
Title	Title
7/9/2024	7/9/2024
Date	Date

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: September 12, 2025

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO.3

CONTRACT #Y22-170
SUPPLEMENTAL CARBON FOR WATER RECLAMATION FACILITIES

By mutual agreement, the contract is changed as follows:

1. The Contract was executed in the amount of $1,284,500 for the base period.

2. This contract is hereby renewed for one (1) additional year period:
   9/12/2025 – 9/11/2026 in the amount of $1,352,450.05.

3. In accordance with changes in the **Producer Price Index,** all unit prices are increased by 5.29% from the initial contracted rates. The unit rates are changed as follows:

Description	Current Unit Rates	Increase, per PPI (5.29%)	New Unit Rates
Supplemental Carbon Bulk Delivery	$3.35	$0.177	$3.53
Supplemental Carbon Totes Delivery in 250 Gallon Totes	$1,875	$99.188	$1,974.19

4. The following Anti-Human Trafficking provision is hereby incorporated into the contract.

   ANTI-HUMAN TRAFFICKING

   In accordance with Section 787.06(13), Florida Statutes, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the County. The latest form is accessible on the County's Forms and Resources website (https://www.ocfl.net/vfr) or by emailing procurement@ocfl.net.

   A Human Trafficking Affidavit shall be required when (1) executing, (2) renewing, or (3) extending a contract.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

ENVIRONMENTAL OPERATING SOLUTIONS, INC.	BOARD OF COUNTY COMMISSIONERS ORANGE COUNTY, FLORIDA
By:	
Print Name: Samuel Ledwell	Carrie Mathes
Title: President	Procurement Manager, Procurement Division
Date: August 4,2025	Date: 8.4.2025

(2)

HUMAN TRAFFICKING AFFIDAVIT
CONTRACT # Y22-170

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____President_____ (Role) of _Environmental Operating Solutions, Inc. (Company).

3. Environmental Operating Solutions, Inc., (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

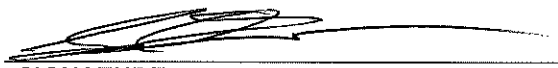
Under penalties of perjury, I _____Samuel Ledwell, President_____(Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

Environmental Operating Solutions, Inc

NAME OF BUSINESS ENTITY



SIGNATURE

Samuel Ledwell, President

TYPE NAME AND TITLE

August 4, 2025

DATE

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: September 12, 2026

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO.4

CONTRACT #Y22-170
SUPPLEMENTAL CARBON FOR WATER RECLAMATION FACILITIES

By mutual agreement, the contract is changed as follows:

1. The Contract was executed in the amount of $1,284,500 for the base period.

   This contract was previously renewed for the period of
   A. September 12, 2023 – September 11, 2024 in the amount of $1,284,500 (Amendment 1)
   B. September 12, 2024 – September 11, 2025 in the amount of $1,284,500 (Amendment 2)
   C. September 12, 2025 – September 11, 2026 in the amount of $1,352,450.05 (Amendment 3)

2. This contract is hereby renewed for one (1) additional (1) year period:
   A. September 12, 2026 – September 11, 2027 in the amount of $1,352,450.05

3. In accordance with the Producer Price Index (PPI) provision in the contract, all unit prices are increased by 4%. The unit rates are changed as follows:

Description	Current Unit Rates	New Unit Rates
Supplemental Carbon Bulk Delivery	~~$3.53~~	$3.67
Supplemental Carbon Totes Delivery in 250 Gallon Totes	~~$1,974.19~~	$2,053.16

4. The aggregate of the Base Period and all executed renewal periods shall not exceed $6,558,400.10.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

ENVIRONMENTAL OPERATING SOLUTIONS, INC.	**BOARD OF COUNTY COMMISSIONERS ORANGE COUNTY, FLORIDA**
By: Samuel A. Ledwell	Louis Straffi
Print Name: Samuel Ledwell	Louis Straffi
Title: President	Contracting Agent, Procurement Division
Date: May 19, 2026	Date: 5/19/2026

CITY COUNCIL AGENDA ITEM

Memo Date:	September 14, 2026
Agenda Date:	September 22, 2026
File ID:	2026-821
Prepared By:	Frank Mirabito
Through:	Abigail Morgan, Public Works Director
Requested Action:	Award Bid #B-26-14-COC for Pond Maintenance Services to Future Horizons, Inc., approve a five-year contract with two (2) optional one-year renewals, and authorize the City Manager to negotiate and execute the agreement for an initial term annual amount not to exceed $14,853.00, and to execute option renewals subject to available budgeted funds.

BACKGROUND:

The Public Works Stormwater Division maintains the City's stormwater infrastructure, including various ponds and ditches. The current contract (Bid #21-06-COC) for pond maintenance services will expire on September 30, 2026.

On August 10, 2026, Purchasing broadcast ITB B-26-14-COC (Annual Pond Maintenance Services) via VendorLink, reaching 270 registered vendors. Forty-four (44) vendors reviewed the solicitation, and six (6) formal responses were received at the public bid opening on September 10, 2026.

The bid results are summarized below:

Rank	Vendor	Bid Price	Status
1	**Future Horizons, Inc.**	**$14,853.00**	**Lowest Responsive**
2	Karina Lake & Pond Services	$22,701.00	Responsive
3	Environmental Mgmt. Acqu. (All Water Aquatic)	$23,282.00	Responsive
4	Bio-Tech Consulting Inc.	$34,900.00	Responsive

5	Tigris Aquatic Services LLC	$53,115.54	Responsive
6	Bayhead Ecological Solutions LLC	$42,000.00	Non-Responsive

Staff recommends awarding ITB B-26-14-COC for Annual Pond Maintenance Services to the lowest responsive and responsible bidder, Future Horizons, Inc., for an initial five-year term and to authorize the City Manager to negotiate and execute the contract and subsequent renewals. Over the initial five-year contract term, the total commitment will be $74,265.00 ($14,853.00 annually), excluding optional renewal years.

PRIORITY AREA CONNECTION:
Investment in Public Infrastructure

BUDGETARY IMPACT:
Budgeted? Pending budget adoption

Source/Use of Funds

FYs 2027-2031

Account Number	Amount
423-3570-538.34-00	$14,853.00

PREVIOUS ACTION:
On January 26, 2021, Council awarded the previous pond maintenance bid to Future Horizons.

RECOMMENDED MOTION:
Award Bid #B-26-14-COC for Pond Maintenance Services to Future Horizons, Inc., approve a five-year contract with two (2) optional one-year renewals, and authorize the City Manager to negotiate and execute the agreement for an initial term annual amount not to exceed $14,853.00, and to execute option renewals subject to available budgeted funds.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

RESPONSE COVER PAGE

COMPANY NAME	Future Horizons, Inc.
ADDRESS	PO Box 1115 Hastings, FL 32145
PRIMARY CONTACT	Chris Railing/Emma Dean
TELEPHONE #	904-692-1187
EMAIL ADDRESS	info@futurehorizonsinc.com

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
✓	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
✓	Cover Letter (if applicable)
✓	Attachment "A" Submittal Acknowledgement
✓	Attachment "B" Addendum Acknowledgement
✓	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond (if required)
✓	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
✓	Attachment "G" Certificate of Non-Segregated Facilities
✓	Attachment "H" Drug-Free Workplace
✓	Attachment "I" Conflict of Interest and Non-Collusion
✓	Attachment "J" Organizational Info
✓	Attachment "K" Subcontractor Participation
✓	Attachment "L" References
✓	Attachment "M" Truth-in-Negotiations
✓	Attachment "N" Solicitation Label affixed to envelope
✓	Attachment "O" Scrutinized Companies
✓	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
✓	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees (if required)
✓	Attachment "R" Human Trafficking Affidavit
✓	Proof of Florida Registration (if required)
✓	Professional License(s) (if required)
✓	W9
✓	Proof of Insurance
	USB drive with electronic copy of submittal

Future Horizons, Inc is a full service Aquatic Vegetation Control company that has been in business in Florida since 1976. Future Horizons has two offices in Hastings, Florida and Riviera Beach, Florida. Future Horizons Inc provides aquatic vegetation treatments, mechanical aquatic vegetation removal, sediment excavation and removal, bank and shoreline stabilization and repair, Enzyme and bacteria applications, as well as native aquatic vegetation plantings.

Future Horizons is also a full sales and service center for Otterbine Barebo fountain and aerators, as well as Kasco Marine, in the State of Florida and SE United States.

Future Horizons is a certified triploid grass carp distributor and stocks all species of native and gamefish as well as tilapia.

Primary Contact

Chris Railing

1-800-628-1187

fhichrisr@gmail.com

Vice President of Operations and Sales

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

Company Name: Future Horizons, Inc. **FEIN:** 59-1672451

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

Authorized Signature — 9/09/2026 (Date)

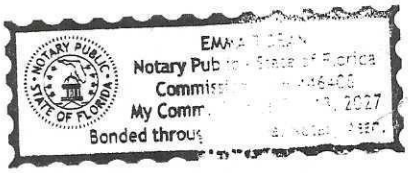
Chris Railing (Name) — Vice President of Operations and Sales (Title)

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 09/09/2026 (date) by Chris Railing (name of officer or agent, title of officer or agent) of Future Horizons, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or ~~has produced~~ _____ ~~(type of identification) as identification.~~

Emma R. Dean
[Notary Seal] Notary Public

Emma R. Dean
Name typed, printed, or stamped
My Commission Expires: 10/18/2027



PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. 1 Dated: 8/11/26

Addendum No. 2 Dated: 8/25/26

Addendum No. 3 Dated: 9/01/26

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: Future Horizons, Inc.

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

Chris Railing — 9/09/2026

Authorized Signature — **Date**

Chris Railing — Vice President of Operations and Sales

Name — **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

AFFIANT SIGNATURE

Chris Railing
Typed Name of AFFIANT

Vice President of Operations and Sales
Title

The foregoing instrument was executed before me this 9th day of September, 2026, by Chris Railing as Vice President of Operations and Sales of Future Horizons, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced _____ as identification.~~

EMMA R DEAN
Notary Public - State of Florida
Commission # HH 446408
My Comm. Expires Oct 18, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC Emma R. Dean
STATE OF Florida
MY COMMISSION EXPIRES: 10/18/2027

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department Purchasing & Contracts Division 65 Stone Street, Cocoa, FL 32922 Phone: 321-433-8833 | Fax: 321-433-8690	Solicitation Number: ITB B-26-14-COC
	INVITATION TO BID (ITB)	Due Date: 09/10/2026

TITLE: ANNUAL POND MAINTENANCE SERVICES

REVISED Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price.** The Bidder is to include all costs that the Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Annual Pond Maintenance of 23 stormwater ponds at 13 separate locations to be invoiced quarterly:

	Total Annual Base
Total (in numbers) (Ponds 1 – 23)	$ $14,852.90

(Please complete the below breakdown of locations on next page)

Fourteen Thousand Eight Hundred Fifty Two Dollars and Ninety Cents
(Grand Total Written in words)

Additional Ponds Per Acre Price	$ 170.00
Triploid Grass Carp Stocking – unit cost per Fish	$ 14.00
Vegetation Removal via Mechanical Harvesting (or equivalent) – unit cost per 10cy	$ 320.00

(Do not include in Total Annual Base Amount)

TITLE: ANNUAL POND MAINTENANCE SERVICES

(Attachment E Continued)

Pond #	Pond Name	Location	Approximate Area (Acres)	Treatment Frequency (Activity/YR)	Pond Treatment (Cost/Activity)	Trash Removal (Cost/Activity)	Annual Cost
1,6	Fiske Ponds	East of US1 and Michigan Ave	22.06 (two ponds)	4	$750.04	$187.51	$3,750.20
2,3,4,5	Bracco Ponds	West of Plaza Parkway	43.13 (four ponds)	4	$1,466.42	$366.61	$7,332.10
7	N. Lakemont Ponds	N Fiske Blvd & N Lakemont Dr	2.11	4	$71.74	$17.94	$358.70
8	S. Lakemont Ponds	East & West side of S. Lakemont Dr.	3.06 (two ponds)	4	$104.04	$26.01	$520.20
9	Pineda Pond	Pineda St. b/w Duke Way and Vanderbilt Ln.	2.24	4	$76.16	$19.04	$380.80
10,11	Cocoa Bay Ponds	Cocoa Bay Blvd	1.71 (two ponds)	4	$58.14	$14.54	$290.70
12	Public Works Pond	Cocoa Public Works Administration Building	.18	4	$6.12	$1.53	$30.60
13	Bernard Pond	Bernard Ave. & S. Wilson Ave Intersection	.6	4	$20.40	$5.10	$102.00
14	Emma Jewel Pond	South of Barbara Jenkins St. and Pineapple Ave	1.5	4	$51.00	$12.75	$255.00
15	Polaris Ponds	East of Polaris St.	.44	4	$14.96	$3.74	$74.80
16	Stradley Park	Stradley Park on Tiger Trail	.76	4	$25.84	$6.46	$129.20
17	Cocoa Pines	Subdivision off SR 524 east of Cox Rd	.91	4	$30.94	$7.74	$154.70
18,19,20,21,22,23	Cocoa North	Subdivision off SR 524 west of Fred Gay Golf Academy	8.67	4	$294.78	$73.70	$1,473.90
						TOTAL LUMP SUM	$14,852.90

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: Future Horizons, Inc.

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

FEIN: 59-1672451

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

Authorized Signature — **Date:** 9/09/2026

Chris Railing — **Name**

Vice President of Operations and Sales — **Title**

STATE OF Florida COUNTY OF St. Johns

The foregoing instrument was executed before me this 9th day of September, 2026, by Chris Railing as Vice President of Operations and Sales of Future Horizons, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC Emma R. Dean
STATE OF Florida
MY COMMISSION EXPIRES: 10/18/2027

EMMA R DEAN
Notary Public - State of Florida
Commission # HH 446408
My Comm. Expires Oct 18, 2027
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Future Horizons, Inc.

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

	9/09/2026
Authorized Signature	**Date**
Chris Railing	Vice President of Operations and Sales
Name	**Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AFFIANT SIGNATURE

Chris Railing

Typed Name of AFFIANT

Vice President of Operations and Sales

Title

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was executed before me this 9th day of September, 2026, by Chris Railing as Vice President of Operations and Sales of Future Horizons, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced _____ as identification.~~

Emma R. Dean
NOTARY PUBLIC, State of Florida

EMMA R DEAN
Notary Public - State of Florida
Commission # HH 446408
My Comm. Expires Oct 18, 2027
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by Future Horizons, Inc. [Name of entity submitting sworn statement] whose business address is PO Box 1115 Hastings, FL 32145 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1672451 of the individual signing this sworn statement: Chris Railing.

My name is Chris Railing and my relationship to the above entity is Vice President of Operations and Sales.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # B-26-14-COC for Annual Pond Maintenance Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

TITLE: ANNUAL POND MAINTENANCE SERVICES

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATURE

Chris Railing
Typed Name ~~of AUTHORIZED~~ SIGNATORY

Vice President of Operations and Sales
Title

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was executed before me this 9th day of September, 2026, by Chris Railing as Vice President of Operations and Sales of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me ~~OR has produced _____ as identification.~~

EMMA R DEAN
Notary Public - State of Florida
Commission # HH 446408
My Comm. Expires Oct 18, 2027
Bonded through National Notary Assn.

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
✓	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation	Florida				
Principal Place of Business (Enter Address)	403 N First Street Hastings, FL 32145				
Federal I.D Number	59-1672451				

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Future Horizons, Inc.

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

Authorized Signature — **Date:** 9/09/2026

Chris Railing — **Name**

Vice President of Operations and Sales — **Title**

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
FUTURE HORIZONS, INC.

Filing Information

Document Number	503687
FEI/EIN Number	59-1672451
Date Filed	05/21/1976
State	FL
Status	ACTIVE

Principal Address

403 N. FIRST STREET
HASTINGS, FL 32145

Changed: 01/31/1994

Mailing Address

POST OFFICE BOX 1115
HASTINGS, FL 32145

Changed: 01/31/1994

Registered Agent Name & Address

Blackburn , Robert David, Jr.
1901 Marina Isle Way #106
Jupiter, FL 33477

Name Changed: 02/01/2016

Address Changed: 02/07/2024

Officer/Director Detail

Name & Address

Title CEO

BLACKBURN, ROBERT D, Sr.
125 Old Spanish Bluff Road
East Palatka, FL 32131

Title VP

BLACKBURN, RICHARD A
113 RIVERSIDE BLVD.
E PALATKA, FL 32131

Title President

BLACKBURN, ROBERT D, Jr.
1901 Marina Isle Way #106
Jupiter, FL 33477

Title Director

Blackburn, Pamela W
125 Old Spanish Bluff Road
East Palatka, FL 32131

Title Secretary

Dean, Emma R
114 Bonnie Avenue
Interlachen, FL 32148

Title Director

Railing, Christopher W
141 Possum Walk Road
Interlachen, FL 32148

Annual Reports

Report Year	Filed Date
2024	02/07/2024
2025	01/15/2025
2026	01/12/2026

01/12/2026 -- ANNUAL REPORT	View image in PDF format
01/15/2025 -- ANNUAL REPORT	View image in PDF format
02/07/2024 -- ANNUAL REPORT	View image in PDF format
01/31/2023 -- ANNUAL REPORT	View image in PDF format
02/07/2022 -- ANNUAL REPORT	View image in PDF format
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01/29/2020 -- ANNUAL REPORT	View image in PDF format
02/05/2019 -- ANNUAL REPORT	View image in PDF format
01/16/2018 -- ANNUAL REPORT	View image in PDF format
01/13/2017 -- ANNUAL REPORT	View image in PDF format
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01/23/2013 -- ANNUAL REPORT	View image in PDF format

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "K" Proposed Schedule of Subcontractor Participation

☑ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable) Federal ID	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: Future Horizons, Inc.

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

Authorized Signature — 9/09/2026 **Date**

Chris Railing **Name** — Vice President of Operations and Sales **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Aberdeen			
Type of Project/Service: Monthly Aquatic Vegetation Control Aerator Maintenance and Installation			
Address: 475 West Town Place, Ste 114, St. Augustine, FL 32092			
Contracting Agency/Client: Aberdeen CDD			
Contact Name and Phone #: Jay Parker - 904-303-7366			
Contact Email Address and Fax #: jay.parker@fsresidental.com			
Contract Amount: $33,692.00	Start Date: 07/01/2018	End Date: On-going	

Project #2:			
Project Name: Baymeadows CDD			
Type of Project/Service: Monthly Aquatics and Trash Pickup			
Address: 3434 Colewell Ave, Ste 200, Tampa Florida			
Contracting Agency/Client: Baymeadows CDD			
Contact Name and Phone #: Lesley Gallagher - 904-436-6270			
Contact Email Address and Fax #: lgallagher@rizzetta.com			
Contract Amount: $36,002.04	Start Date: 04/01/2025	End Date:	On-going

Project #3:			
Project Name: Sawgrass Association			
Type of Project/Service: Montly Aquatics/Midge Control Aeration Maintenance and Installation			
Address: 10033 Sawgrass Drive E, Ste 123, Ponte Vedra Beach, FL 32082			
Contracting Agency/Client: Sawgrass Association			
Contact Name and Phone #: Scott Robins - 347-268-0618			
Contact Email Address and Fax #srobins@castlegroup.com			
Contract Amount: $92,461.20	Start Date: 01/01/2026	End Date:	On-going

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Project #4:

Project Name: Oyster Bay Harbour

Type of Project/Service:

Monthly Aquatics
Aeration Maintenance and Installation

Address: 5440 First Coast Highway, Amelia Island, FL 32034
Contracting Agency/Client: Oyster Bay Harbour
Contact Name and Phone #: Dr . Emil Gullia - 904-432-8760
Contact Email Address and Fax #: emilandfran@gmail.com
Contract Amount: $22,203.00 | Start Date: 02/01/2004 | End Date: On-going

Project #5:

Project Name: City of Gainesville

Type of Project/Service:

Annual Aquatic Vegetation Control in Ditches and Canals

Address: PO Box 490, Gainesville, FL 32609
Contracting Agency/Client: City of Gainesville
Contact Name and Phone #: Mitch Morgan 352-316-6540
Contact Email Address and Fax #: morganmm@cityofgainesville.org
Contract Amount: $5,000.00 | Start Date: 9/01/2018 | End Date: On-going

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: Future Horizons, Inc.

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

Authorized Signature — **Date:** 9/09/26

Chris Railing — **Name**

Vice President of Operations and Sales — **Title**

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was executed before me this 9th day of September, 2026, by Chris Railing as Vice President of Operations and Sales of Future Horizons, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: Future Horizons, Inc.

Address: PO Box 1115 Hastings, FL 32145

Telephone: 904-692-1187 **Email:** info@futurehorizonsinc.com

	9/09/2026
Authorized Signature	**Date**
Chris Railing	Vice President of Operations and Sales
Name	**Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "P" Verify Contractor Affidavit

I hereby certify that Future Horizons, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Future Horizons, Inc.[insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Chris Railing
Date: 9/09/2026

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 9/09/2026 (date) by Chris Railing (name of officer or agent, title of officer or agent) of Future Horizons, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced (type of identification) as identification~~.

[Notary Seal] Notary Public
Emma R. Dean
Name typed, printed, or stamped
My Commission Expires: 10/18/2027

EMMA R DEAN
Notary Public - State of Florida
Commission # HH 446408
My Comm. Expires Oct 18, 2027
Bonded through National Notary Assn.

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

1

Edit Points of Contact

Company Addresses

Physical Address

403 N First Street
Hastings, FL 32145

Mailing Address

Po Box 1115
Hastings, FL 32145

Edit Company Addresses

Hiring Sites

Number of Hiring Sites

2

View/Edit Hiring Sites

Company Access

My Company is configured to:

Verify Its Own Employees

Validation Status

Account Validated

Validated Aug 4, 2026

Memorandum of Understanding

View Current MOU

COCOA FLORIDA	**Finance Department** **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
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TITLE: ANNUAL POND MAINTENANCE SERVICES

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as Vice President of Operations and Sales (Role) of Future Horizons, Inc. (Company).

3. Future Horizons, Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Chris Railing (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Future Horizons, Inc.
NAME OF BUSINESS ENTITY

SIGNATURE

Chris Railing Vice President of Operations and Sales
TYPE NAME AND TITLE

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

This Receipt is issued pursuant to County ordinance 87-36

2026/2027 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1007821

EXPIRES September 30, 2027

Business Type Retail Sales

Location Hastings FL 32145

Business Name **Future Horizons Inc**

New Business

Transfer

Owner Name Robert Blackburn

Mailing Address Po Box 1115
Hastings FL 32145

Tax	30.00
Penalty	0.00
Cost	0.00
Total	30.00

JENNIFER RAVAN
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2025-833062 on 08/14/26 for $30.00

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27894

JOHNSON, THOMAS
PO BOX 1115
HASTINGS, FL 32145

Categories
5A

Issued: March 21, 2023
Expires: March 31, 2027

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM18311

KENNEY, STEVEN MATTHEW
PO BOX 1115
HASTINGS, FL 32145

Categories
6, 5A

Issued: March 17, 2023
Expires: March 31, 2027

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM27173

Sandlin, Blake
111 Ashley st
Hawthorne, FL 32640

Categories
5A, 21

Issued: 09/29/2025
Expires: 09/30/2029

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM14640

RAILING, CHRISTOPHER
P O BOX 1115
HASTINGS, FL 32145

Categories
5A, 21, 6

Issued: 10/18/2024
Expires: 11/30/2028

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM11864

BLACKBURN, RICHARD ALAN
PO BOX 1115
HASTINGS, FL 32145

Categories
5A, 6, 21

Issued: June 18, 2024
Expires: May 31, 2028

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM13609

BLACKBURN, ROBERT DAVID
PO BOX 1115
HASTINGS, FL 32145

Categories
5A, 6

Issued: June 26, 2023
Expires: June 30, 2027

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24492

MCKINSEY, BENJAMIN JASON
549 KEUKA RD
INTERLACHEN, FL 32148

Categories
5A, 21

Issued: October 25, 2024
Expires: October 31, 2028

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24506

HILLIARD, ZACHARY WILLIAM
PO BOX 1115
HASTINGS, FL 32145-1115

Categories
5A, 6, 21

Issued: October 17, 2024
Expires: October 31, 2028

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM27238

MATCHETT, DERRICK
116 KRUEGER LN
PALATKA, FL 32177

Categories
5A, 21

Issued: 10/28/2025
Expires: 10/31/2029

Signature of Licensee
WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27590

KRAMER, AJ
PO BOX 1115
HASTINGS, FL 32145

Categories
5A

Issued: August 9, 2022
Expires: August 31, 2026

Signature of Licensee
NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM25639

THOMAS, LANCE
181 STATE ROAD 20
PALATKA, FL 32177

Categories
5A

Issued: 07/23/2026 **Expires:** 07/31/2030

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement
Commercial Applicator
License # CM500128

Phillabaum, Charles
1900 South Kanner Highway
Stuart, FL 34994

Categories
5A

Issued: 06/05/2025 **Expires:** 06/05/2029

Signature of Licensee

WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Future Horizons Inc

2 Business name/disregarded entity name, if different from above
Future Horizons, Inc.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
403 N First Street, PO Box 1115

Requester's name and address (optional)

6 City, state, and ZIP code
Hastings, FL 32145-1115

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 1 6 7 2 4 5 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Emma R. Dean Date ▶ 9/09/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

FUTUHOR-01 KWEAVER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bates Hewett & Floyd Insurance Agency 3400 Crill Ave, Suite 2 Palatka, FL 32177	CONTACT NAME: Khrystal Weaver PHONE (A/C, No, Ext): (386) 328-1100 FAX (A/C, No): (386) 329-1100 E-MAIL ADDRESS: Khrystal@bates-hewett.com
INSURED Future Horizons Inc & Future Horizons Environmental Services Corp PO Box 1115 Hastings, FL 32145	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Palomar Excess and Surplus Insurance Co INSURER B : Auto-Owners Insurance — 18988 INSURER C : Bridgefield Casualty Ins — 10335 INSURER D : Southern Owners Ins. — 10190 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Owner?s & Contractor X Professional GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	ENC0005740-06	4/7/2026	4/7/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	5589649100	4/7/2026	4/7/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		ENX0005741-06	4/7/2026	4/7/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	196-63157	3/10/2026	3/10/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	rented/leased equip			78896491	4/7/2026	4/7/2027	Ded 2500	200,000

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

When Required in Written Contract forms CG2037 AND CG 2010 for General Liability, CA F0 79 for Auto Liability attached to the policy includes Additional Insured's as required by written contract. General Liability encompasses ongoing operations, completed operations, Waiver of Subrogation and Primary & Non-Contributory coverage. Workers Compensation includes a blanket wavier of subrogation. Umbrella Liability provides excess coverage over General Liability, Auto Liability and Workers Compensation. Thirty day notice of cancellation applies except ten days notice for non-payment of premium - as per policy
provisions.
The certificate holder is included as additional insured with regards to General Liability when required in written contract

CERTIFICATE HOLDER

City of Cocoa
65 Stone Street
Cocoa, FL 32922

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ITB B-26-14-COC

ANNUAL POND MAINTENANCE SERVICES

THURSDAY, September 10, 2026 @ 3:00PM

MASTER TABULATION SHEET

VENDOR	LUMP SUM BID AMOUNT	ADDITIONAL PONDS PER ACRE PRICE	TRIPLOID GRASS CARP STOCKING – UNIT PRICE PER FISH	VEGETATION REMOVAL via MECHANICAL HARVESTING (or equivalent) UNIT PRICE PER 10CY
	14,853.00			
Future Horizons Inc. PO Box 1115, Hastings, FL	~~14,852.90~~	170.00	14.00	320.00
Bio-Tech Consulting Inc 3025 E. South ST Orlando, FL	34,900.00	95.00	33.80	8,000.00
Environmental Mgmt + Acqu. All Water Aquatic Res. Mgmt 305 Indigo Dr. Brunswick, GA	23,282.00	59.95	19.75 + Delivery of 1200.00	9,995.50
Bayhead Ecological Solutions LLC 9425 Osecola Dr. New Port Richey, FL	42,000.00	80.00		
Karina Lake + Pond Services 1450 Seminola Blvd Casselberry, FL	22,701.00	65.00	15.00	3,600.00
Tigris Aquatic Services LLC 1408 Hamlin Ave, Unit C St. Cloud, FL	~~51,022.00~~ $53,115.54	153.00	27.00	4,495.00

1 of 2

Note: The Tabulation Sheet is used to document the screening of bid/proposal pricing, material and immaterial contents. Results of the tabulation are documented within this form DOES NOT constitute an award. After evaluations are recorded, recommendation is reviewed by City Council for final approval. Notice of award will be sent forth via email from the Purchasing and Contracts Division.

* Amounts revised by Purchasing for calculation errors on bid form. cc.

2663

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Issuance | Release Date: Monday, August 10, 2026
To: All Prospective Bidders
From: Brian Dale, Purchasing Manager

The City of Cocoa is accepting sealed bids from all licensed, qualified firms or individuals interested in providing the services as described in this Invitation to Bid (ITB).

Summary of Project:

The City of Cocoa's Purchasing Department, on behalf of the Public Works Stormwater Division, is soliciting procurement of services to be provided from qualified firms ("Bidder") for pond maintenance services at various stormwater facilities as specified.

If you are interested in preparing a response to this ITB, please read the requirements carefully and complete the bid in the manner as set forth in this ITB document. Your response is considered a binding offer to perform in the manner described in the bid response and shall remain a firm offer for a period of ninety-day (90) days from public opening.

There will be a NON-MANDATORY Pre-Bid conference held for this project on Tuesday, August 18, 2026, at 10:00am EST Cocoa City Hall, 3rd Floor Conference Room, 65 Stone St., Cocoa, FL 32922. A representative of your firm must attend the meeting for your bid submittal to be considered responsive.

Questions regarding this solicitation must be received in writing at the address above no later than Thursday **August 27, 2026, at 5:00pm EST**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda and posted to the City of Cocoa website: https://www.cocoafl.gov and to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com.

All Bidders are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

The successful Bidder(s) must demonstrate in their submittal to be the lowest, most responsible, most responsible, and responsive Bidder which best meets the specifications and serves the overall needs of the City. Bids should be prepared in accordance with the ITB instructions and recheck all bid prices thoroughly. Failure to provide the response in the manner prescribed herein may be grounds for disqualification of the submittal.

All services performed shall be in accordance with the specifications pertaining thereto, which may be examined at the office of the Purchasing & Contracts Manager, located at 65 Stone St., Cocoa, Florida 32922. Copies of all documents, including blank bid/proposal forms, may be obtained from Vendor Link by visiting their web site at http://www.myvendorlink.com. You may contact the City of Cocoa Purchasing Division by email: purchasing@cocoafl.gov.

The City of Cocoa supports local vendors and offers a five (5%) percent preference given to Brevard County contractors / contractors whose physical business address is within the physical boundaries of Brevard County, and such location is evidenced by the local business tax receipt issued for at least six (6) months prior to the date

the bid is submitted. P.O. Boxes shall not be considered a physical business address. Local preference does not apply in the case where contracts are funded in whole or in part by a government entity whose laws or regulations governing such funding prohibit application of a local vendor preference.

The City reserves the right to reject any or all bid/proposals, with or without a cause; to waive technical errors and informalities; and to award bid/proposals to the lowest responsive, responsible bid/proposer. One or more of the City Council members may be present at the bid/proposal opening.

The City reserves the right to waive any and all technicalities, formalities and to reject any or all bid submittals or to re-advertise for bid submittals for these commodities/services. The City may withdraw all or part of this ITB at any time to protect the interests of the City. Thank you for your interest in doing business with the City of Cocoa, Florida.

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SECTION 1 INTRODUCTION

1.01 DESCRIPTION OF WORK

The City of Cocoa's Purchasing Department, on behalf of the Public Works Stormwater Division, is soliciting procurement of services to be provided from qualified firms ("Bidder") for pond maintenance services at various stormwater facilities as specified.

Contractor shall Provide all supervision, labor, equipment, materials and fuel to perform grounds, aquatic weed control and pond maintenance as indicated in this statement of work. The work consists of maintaining 23 stormwater ponds throughout the city in 13 separate locations (see Exhibit "A & B" – Area Maps). Work includes trash/debris collection, aquatic spraying with documented logs. Each Pond will be serviced every 3 months. Service visits shall be spaced approximately 90 days apart.

Stormwater Pond	Description
Fiske	Two side-by-side ponds totaling 22.06 acres east of US1 and Michigan Ave. (Map Numbers 1, 6)
Bracco Stormwater Facility	Four stormwater ponds totaling 43.13 acres west of Plaza Parkway (Map Numbers 2, 3, 4, 5)
North Horseshoe	2.11-acre pond between N Fiske Blvd. and North Lakemont Drive (Map Number 7)
South Horseshoe	Two side-by-side ponds totaling 3.06 acres on both sides of South Lakemont Drive (Map Number 8)
Pineda	2.24-acre pond on Pineda Street between Duke Way and Vanderbuilt Lane (Map Number 9)
Cocoa Bay	Two ponds totaling 1.71 acres on Cocoa Bay Blvd. (Map Numbers 10 and 11)
Public Works	0.18-acre pond north of City of Cocoa Public Works Administration Building on N Wilson Ave. (Map Number 12)
Diamond Square	0.6-acre pond south of Bernard Ave. and S Wilson Ave. intersection (Map Number 13)
Emma Jewel	1.5-acre pond south of Barbara Jenkins Street and Pineapple Ave. intersection (Map Number 14)
Polaris	0.44-acre pond east of Polaris Street (Map Number 15)
Stradley Park	0.76-acre pond at Stradley Park on Tiger Trail (Map Number 16)
Cocoa Pines	0.91-acre pond in Cocoa Pines subdivision off SR 524 east of Cox Rd. (Map Number 17)
Cocoa North	Six ponds in Cocoa North subdivision totaling 8.67 acres off SR 524 west of Fred Gay Golf Academy (Map Numbers 18,19,20, 21, 22, 23)

The contractor performance requirement must include:

a. Algae and aquatic weed control in open water areas only.
b. Shoreline grass control to the waters' edge in non-vegetated areas only.
c. Littoral shelf maintenance-wicking for the control of cattail and primrose willow.
d. Triploid grass carp stocking (to control "Hydrilla" and slender "Spikerush") based on a unit cost provided on the Bid Schedule.
e. Removal of all trash and other nonorganic materials (bottles, cans, litter, etc.) that are floating in the pond or at the water line will be conducted as part of each inspection. Management reporting will be used to verify trash removal activities. Trash to be removed is limited to trash which can physically enter the pond via the storm sewer system. The total amount/volume of trash collected must be reported with the Quarterly Report.
f. Overflow structures shall be cleared of weeds and debris at each inspection. The total amount/volume of weed and debris collected must be reported (added to item e) with the quarterly report.
g. Heavy physical removal of organic materials is not part of this contract and will be negotiated separately. Provide mechanical harvesting based on a unit cost listed on the Bid Schedule.
h. Management reporting will require the use of inspection forms by the contractor and provide it to the City and will be used as a basis for Invoice approval and contract performance inspection. Any activity conducted as part of the contract will have to be submitted within 72 hrs. of the activity taking place. The report(s) shall include the types of weeds treated, the chemicals and the equipment used for the treatment. Report(s) are required to be submitted with the invoices to constitute a proper invoice. Quarterly reports are to be submitted approximately 90 days apart.

1.02 MINIMUM QUALIFICATIONS

Bidders responding to this ITB must demonstrate experience and qualifications in performing work similar in size and complexity to this project. Each Bidder must submit the following required information:

1. Please prepare a cover letter for your response to this invitation with a description of your business, the types of services your company provides, and include the primary contact's name, telephone and email address.
2. Previous Experience and References: The firm shall have been in business for a minimum of five (5) consecutive years or demonstrate with written documentation that they had ownership in a firm with combined experience of five (5) years. Must be licensed in the state of Florida as a General Contractor with a minimum of five (5) years of experience in performing work similar in size and scope as detailed herein. Provide a brief description of work, including location, contract completion date, names, addresses, email addresses, and telephone numbers of owners by completing **the Reference Form, Attachment "L" included herein**.

3. Evidence of authority to conduct commercial business in the State of Florida - Provide Sunbiz report showing your company registered as "Active".

4. Professional Licenses – Provide all licenses that qualify the firm for the type of work as identified herein.

5. Bonds –Provide applicable bond documents as defined in section 3.02 of this request.

6. Note if you are not a single prime contractor, you will be required to list, using attachment "K" all subcontractors to be used for this project and their professional licenses.

7. Provide a completed W9 according to section 4.20 of this request.

8. Complete in full all required attachments associated with this request.

Financial Capacity - The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five (5) Days of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.

1.03 TERM

The term of this agreement shall be awarded for a period of five (5) years, beginning on October 1, 2026, and ending on September 30, 2031, with two (2) one-year renewal options upon agreement of both parties. The successful bidder shall commence work within Ten (10) days after having been issued a notice to proceed which may be in the form of a purchase order issued by the City. Maintenance Activities to be performed within each quarter of the calendar year on or around the same week within each quarter.

1.04 SOLICITATION SCHEDULE (This schedule may be revised, as needed)

Tentative Schedule (all Local Times)	
Task	**Date**
ITB Released	**Monday, 08/10/2026 at 8:00am EST**
Non-Mandatory Pre-Bid Conference	**Tuesday, 08/18/2026 at 10:00am EST**
Deadline for Questions	**Thursday, 08/27/2026 at 5:00pm EST**
Bid Due Date and Time	**Thursday 09/10/2026 at 3:00pm EST**
Anticipated Notice of Intent to Award	**September 2026**
City Council Approval of Contract	**September 2026**

Section 2 INSTRUCTIONS TO BIDDERS

2.01 BID DOCUMENTS

The ITB documents may be obtained at no charge from the City's website at: VendorLink, LLC https://www.myvendorlink.com. The City of Cocoa's Purchasing & Contracts Division, its Website, and its service provider, VendorLink, LLC are the **only authorized** sources for obtaining solicitation documents. Solicitation documents and forms obtained from any other third-party source may be incomplete.

Bidders are encouraged to register as a vendor with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

The City is not responsible for errors or document omissions occurring in the transmission or downloading of any documents from these websites. In the event of any discrepancy between information on these websites and the hardcopy specifications, the terms of the hardcopy specifications shall prevail. For more information call the Purchasing & Contracts Division at (321) 433-8833. Important: The desire of the City to pursue bid submittals shall in no way obligate the City to compensate you for your efforts or to execute a contract with your firm.

2.02 BID SUBMITTAL AND DELIVERY

A. Sealed bid submittals must be received in the City's Purchasing & Contracts Division no later than the date and time as specified herein. Bid submittals received after the stated date and time will not be accepted and will be returned unopened. Under no circumstances shall bids delivered after the time specified be considered. The City shall not be responsible for any occurrence for bid submittals delivered incorrectly or to the wrong address or location. No exceptions will be made. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis of a protest. Bid submittals shall be delivered to the below address in a sealed envelope or packaging material, plainly marked on the outside with the Bid Number, Title and opening date:

City of Cocoa
Attn: Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

For your convenience, a **Solicitation Response Identification Label** has been provided to properly identify and affix to your ITB response.

B. If submitted by mail, the bid submittal shall be enclosed in a sealed envelope or packaging material addressed to the Purchasing & Contracts Division. Bids submitted by mail must be received by the Purchasing & Contracts Division by the time specified herein for the opening thereof.

1. Please be advised that United States Postal Service (USPS) Express and Priority service class; are delivered to the City once daily. Accordingly, in order for a submission to be received by the Purchasing & Contracts Division when the services of the USPS are used, a Bidder or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the City by the submittal due date and time.

2. The City only collects other USPS mail one (1) time per day upon opening of the local Post Office branch, which is then sorted by the City for delivery to the Purchasing & Contracts Division and other City departments. Submissions arriving at the USPS after the initial pick-up by the City will be placed in the City's callbox for pick-up and will not be delivered to or received by the Purchasing & Contracts Division until the next business day.

3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Bidder to ensure that Proposals are received in the Purchasing & Contracts Division by the due date and time. The City shall not be responsible for delays caused by any occurrence.

2.03 PUBLIC OPENING

A. Bid submittals will be publicly opened by the Purchasing & Contracts Division on the due date and time, as specified herein, or as soon thereafter as possible. The Bidder's names, the Bid Total and verification of bond submittal, if applicable, will be announced. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws to Public Contracting.

B. A bid summary of the Bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

C. Multiple Bids received for the same Work from an individual, firm or partnership, a corporation or association or other legal entity under the same or different names shall not be considered. If there are reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants believed to be in such collusion shall not be considered.

D. The City reserves the right to reject any and all Bids, to waive irregularities, and the right to disregard any or all nonconforming, unbalanced or conditional Bids or counter proposals.

E. The City may reject, as non-responsive, Bid submittals that fail to acknowledge receipt of addenda as prescribed, when the addenda results in a material change.

F. If the City elects to accept a Bid which does not acknowledge receipt of an addendum, the Bid shall be construed as though the addendum had been received and acknowledged by the Bidder.

G. Discrepancies between bid sums expressed in words and bid sums expressed in figures shall be resolved in favor of the words. Discrepancies between the sum of any column of figures and the correct sum shall be resolved in favor of the corrected sum. Discrepancies in the extension of the Unit Price times the estimated quantity for any line item shall be resolved in favor of the correct extension.

2.04 UNBALANCED BIDS

As determined by the City and the Procurement Administrator's discretion, the City may consider a solicitation response irregular and reject it if any of the prices are excessively unbalanced (either above or below the amount of a reasonable response) to the potential detriment of the City. The City further reserves the right to require backup documentation from the respondent if, in the City's opinion, the prices are, or appear to be, excessively unbalanced.

2.05 ON-LINE SERVICE PROVIDER DISCLAIMER

VendorLink, LLC has no affiliation with the City other than as a service that facilitates communication between the City and its vendors. VendorLink, LLC is an independent entity and is not an agent or representative of the City. Communications to VendorLink, LLC do not constitute communications to the City.

2.06 SOLICITATION DOCUMENTS

The City of Cocoa Purchasing & Contracts Division, its website, and its service provider, VendorLink, LLC are the only authorized sources of solicitation documents/forms. Solicitation documents/forms obtained from any other third-party source may be an incomplete set of documents. Proposers using solicitation documents/forms obtained from any other third-party source are advised to register with VendorLink, LLC to obtain a complete set of solicitation documents and to enable notification of required addenda. Reproduction of these documents without the express permission of the City is prohibited.

2.07 NON-MANDATORY PRE-BID MEETING

There will be a NON-MANDATORY Pre-Bid conference held for this project on August 18, 2026, at 10:00am EST at Cocoa City Hall, 3rd Floor Conference Room, 65 Stone St., Cocoa, FL 32922. Any changes or updates to this meeting including additional instructions will be posted to the City's online bidding platform, Vendor Link, http://www.myvendorlink.com**.**

IMPORTANT NOTE: It is imperative that all Bidders have a clear understanding of the scope of services requirements. As such, the City reserves the right to require a mandatory pre-bid conference. Therefore, in the event a mandatory pre-bid conference is required and/or subsequently scheduled, attendance will be a pre-requisite for a bid submittal; and bid submittals will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the Bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid

conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

2.08 CONE OF SILENCE/LOBBYING

A. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Council Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

B. A lobbying black-out period commences upon the issuance of this solicitation document.

C. If an award item is presented to City Council for approval or for a request to provide authorization to negotiate a Contract(s) and the City Council refers the item back to the City Manager, Purchasing & Contracts Division and/or requesting Department/Division/Office for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Council meets to consider the item for action.

D. Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Council member, the City Manager, any requesting or evaluating Division/Department/Office personnel, and/or any member of the Evaluation Committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

2.09 INTERPRETATIONS AND QUESTIONS

All questions and inquiries concerning procedural matters shall be directed to the Purchasing & Contracts Division. Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be addressed to the Purchasing & Contracts Division, in writing, by the date stipulated in the tentative schedule in Section 1.

City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922
Phone: (321) 433-8833
Email: purchasing@cocoafl.gov

A. It is the Bidder's responsibility to become familiar with and fully informed with the terms, conditions, and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your response after opening or for subsequent protest of award.

B. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the Purchasing & Contracts Division.

C. Any oral communication will not be authoritative and will not be binding on the City.

D. It is the sole responsibility of the Bidder to contact the Purchasing & Contracts Division **prior** to submitting a bid submittal to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with each bid submittal.

E. Addenda will be available to all proposers and will be uploaded to VendorLink, LLC on the Procurement website at: http://www.myvendorlink.com.

2.10 BID COMPLETENESS AND COMPLIANCE

Bid submittals shall contain the information as required in this solicitation. Failure to submit all information as requested, substantially incomplete or lack key information may be rejected by the City. The following list details the appropriate proposal format:

A. All items contained in the bid must be in total compliance with the specifications of this solicitation.

B. Alternate bids will not be considered unless specifically called for in this solicitation. Bidders' attention is specifically called to the terms, conditions and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Bidder to the extent that you confirm acceptance by your signature on **Attachment, Bid Price Schedule and Acceptance of Bid Terms and Conditions**.

2.11 DETERMINING RESPONSIBILITY

The determination as to whether a Bidder is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete projects timely, whose investigations show bidder is not in a position to perform the contract. In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Bidder's ability, capacity, and skill to provide the goods or to perform the service within the time specified;
B. The character, integrity, reputation, judgement, experience and efficiency of the Bidder;
C. The quality of performance of previous contracts or services including previous performance with the City;
D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;
E. Quality Control Program.
F. Contract claims, litigation filed against the Bidder or filed by the Bidder for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Bidder is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Bidder's taxes or assessments are delinquent.

I. Whether the Bidder has been suspended or debarred from doing business with the City or another public entity.

J. Such other information as may be relevant or secured.

2.12 BID FORMS/REPRODUCTION

A. Bid Forms: All bids must be submitted on the City's standard solicitation forms and must include all applicable completed attachments included herein.

B. Reproduction: Please submit one (1) bound original and one (1) on a USB containing the entire bid submittal formatted to be read with Microsoft® software products or Adobe® PDF software.

2.13 BIDDER ACKNOWLEDGEMENT

By submitting a bid response, the Bidder certifies that the Bidder has fully read and understands this ITB document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

2.14 BIDS TO REMAIN FIRM

All bids shall remain firm for ninety (90) Days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

2.15 COST OF SUBMITTAL

The Bidder understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Bidder and shall not be passed on to or be borne by the City. By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the City shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

2.16 IMPROPER IDENTIFICATION AND TIMELINESS

The City is not responsible for the failure of a Bidder or the Bidder's agent to submit responses in a timely manner or for a bid submittal that is not properly addressed or identified. Bid submittals by email, telephone or fax shall be rejected as non-responsive regardless of where it is received.

2.17 CORPORATE STANDING AND AUTHORIZED SIGNATORY

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

A. A copy of your Articles of Incorporation listing the approved signatories of the corporation.
B. A copy of a resolution listing the members of staff that are authorized signatories for the company.
C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

2.18 PROPRIETARY INFORMATION

A. In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Bidders should be aware the Invitation to Bid, and the responses thereto are in the public domain. Bidders are requested to identify specifically any information contained in their bid submittals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

B. A generic notation that information is "confidential" is not sufficient. Failure to provide the Purchasing & Contracts Division with a detailed explanation and justification including statutory cites and specific reference to your bid submittal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire bid submittal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2.19 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response, the Bidder certifies that in connection with this bid submittal:

A. The pricing and/or fees associated with this bid submittal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted on this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.

C. No attempt has been made or shall be made by the Bidder to induce any other person or Bidder to submit or not submit a bid for the purpose of restricting competition.

2.20 FAILURE TO COMPLY WITH BID INSTRUCTIONS

Failure to comply with any of the foregoing instructions, provide a bid submittal in the manner prescribed herein or any other essential element of this Invitation to Bid may be grounds for disqualification of your bid submittal.

2.21 AMERICANS WITH DISABILITIES ACT

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing & Contracts Division, City of Cocoa, 65 Stone Street, Cocoa, Florida 32922, telephone (321) 433-8833, not later than seven (7) days prior to the date on which the accommodation is requested.

2.22 OFFICE OF RECORD

The City of Cocoa Purchasing & Contracts Division shall be the official "office of record" for all information transactions and data disbursements associated with this solicitation. The Purchasing & Contracts Division may be reached Monday through Friday between 8:00 A.M. to 5:00 P.M., Local Time via phone at (321) 433-8833.

2.23 MODIFICATION OR WITHDRAWAL OF BIDS

Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after the public opening date.

2.24 CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

2.25 JOINT VENTURES

All Bidders intending to submit a bid response as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Licensing Board and/or any other state or local licensing Agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

SECTION 3 SPECIAL CONDITIONS

~~3.01 BID SECURITY BOND – Not Used~~

~~The Bid response shall be accompanied by a Bid Security Bond equaling five percent (5%) of the total Bid price. Failure of the Bidder to supply same, in the amount and type required, shall automatically render the Bidder as non-responsive resulting in the disqualification from further consideration of their Bid response. Please complete and submit **Bid Security Bond form, attached herein.**~~

~~A. The Bid Security Bond shall be submitted in the form of a Bid Bond in the amount of five percent (5%) of the total Bid price, made payable to the City of Cocoa, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.~~

~~1. The surety must be rated as "A" ® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.~~
~~2. In lieu of a Bid Bond, the Bidder may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five percent (5%) of the total Bid price. Money orders and checks must be made payable to the City of Cocoa and shall accompany your bid submittal.~~
~~3. The terms of the ITB Security Bond shall be:~~
~~a. The Bidder shall enter into an Agreement if awarded to the Bidder;~~
~~b. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Bidder to enter into an Agreement if awarded to the Bidder; including the increased costs associated with awarding to the next most responsive, responsible Bidder and costs associated with conducting the Bid process and letting the Agreement;~~
~~c. To promptly enter into an Agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and~~
~~d. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as Bid Security Bond into an interest-bearing account, shall be retained by the City.~~

~~B. Return of Bid Security Bond: As soon as the bid responses have been evaluated, the City may, at its sole discretion, return or release the Bid Security Bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Bid Security Bonds will be held until award of this project, and the agreement has been executed by the successful Bidder; after which any remaining Bid Security Bonds will be returned to the respective Bidders. It shall be the sole responsibility of the Bidder to request in writing from the City the return of the Bid Security Bond or alternative form of security used. Bid Security Bond or alternative form of security used shall not be returned unless requested by the Bidder in writing.~~

~~3.02 PERFORMANCE AND PAYMENT BONDS – Not Used~~

~~Upon award of this project, the successful Bidder shall furnish Performance and Payment Bonds, or alternative form of performance and payment security such as; a money order, certified or cashier's check, cash (U.S. currency only), letter of credit; equaling one hundred percent (100%) of the total contract amount awarded under this solicitation. Receipt of said Performance and Payment Bonds shall occur no later than fifteen (15) calendar days after receipt of notification of Award. No commencement of work shall be authorized by the City without receipt of the Performance and Payment Bond or alternative security.~~

~~A. The Performance and Payment Bond shall be made payable to the City of Cocoa, issued by a reputable Surety firm licensed to do business in the State of Florida (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and the payment bond is increased so that each reflects the total Contract price as increased.~~

~~1. The Surety must be rated as "A" ® or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com~~
~~2. The terms of the Payment and Performance Bond shall guarantee that:~~

~~a. The successful Bidder shall assure faithful performance of this project;~~
~~b. The successful Bidder shall assure timely payments to all persons providing labor, materials and/or supplies used in the performance of the work associated with this project;~~
~~c. Nothing in this section shall be construed to limit the authority of the City Council, the City Manager, or the Procurement Administrator to require other security in addition to, or in lieu of, those bonds or in circumstances other than those specified herein, when in the best interest of the City.~~

~~B. If the bond is based on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.~~

~~C. Return of Payment and Performance Bond. It shall be the sole responsibility of the successful Bidder to request in writing from the CITY the return of the Payment and Performance Bond. The request shall be considered no earlier than thirty (30) calendar days upon completion and final acceptance of the City, or expiration in a satisfactory manner of the awarded Agreement associated with this project. Payment and Performance Bonds shall not be returned unless requested by the successful Bidder in writing.~~

3.03 LIQUIDATED DAMAGES

A. **Failure to Complete on Time:** Time is of the essence in the performance of this Contract. If the Contractor fails to achieve Substantial Completion or Final Completion within the timeframes specified in the Contract Documents, or any authorized extensions thereof, the City will suffer financial and administrative damages. Because the actual damages resulting from such delays are impossible or extremely difficult to accurately calculate, the parties agree that Liquidated Damages—and not as a penalty—shall be assessed.

B. **Daily Assessment Rate Schedule:** For each consecutive calendar day that the Work remains uncompleted past the established date for Substantial Completion, the Contractor shall pay or have deducted from any monies due or becoming due from the City, a daily assessment rate. This rate is determined by the total contract value, established in accordance with the following schedule:

Total Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$956
$50,001 to $250,000	$964
$250,001 to $500,000	$1,241
$500,001 to $2,500,000	$1,665
$2,500,001 to $5,000,000	$2,712

C. **Failure to Reach Final Completion:** Following Substantial Completion, if the Contractor fails to complete the remaining "punch list" items and achieve Final Acceptance within the timeframe specified in the Contract, the Contractor shall be assessed Liquidated Damages in the sum of **one-half (1/2)** of the applicable daily rate stated in the schedule above for each consecutive calendar day of delay until Final Acceptance is granted by the City.

D. **Remedies Cumulative:** The assessment and collection of Liquidated Damages by the City shall not limit or waive the City's right to pursue any other legal or equitable remedies available under this Contract or Florida law for defaults other than delays in completion.

SECTION 4 GENERAL TERMS AND CONDITIONS

4.01 AWARD OF CONTRACT

Award will be made to the lowest, most responsive and responsible Bidder whose bid submittal meets the specifications.

1.01 The City shall review the fees and rates of compensation for reasonableness prior to execution of contract or submittal of a recommendation of contract or agreement to the City Council. The City Attorney may review all contract documents. Other experts may be consulted to assist in this process.

1. The successful Bidder shall execute and return the agreement to the City, within ten (10) days after receipt along with any and all additional contractual documents, performance and payment bonds, insurance certificates/verifications and any other documents required as outlined in this solicitation document.

2. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

3. In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Bidder.

2.01 Failure to Execute the Agreement(s).

Failure on the part of the successful Bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the City fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the City in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the City may opt to re-advertise the work if found to be in its overall best interest.

4.02 DAMAGES

Areas adjacent to the construction site, which are damaged, shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

4.03 NOTICE TO PROCEED

The Work shall commence upon the issuance of Notice To Proceed (NTP) and shall remain in effect until such time as the Work acquired in conjunction with this solicitation, have been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

4.04 SUPERVISION

The City shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the City, but solely to the Bidder, who, in turn, is responsible to the City.

4.05 FAILURE OF PERFORMANCE AND/OR DELIVERY

In cases where materials, goods or services are not properly delivered, performed and/or installed, the successful Bidder will either remedy the defect to the satisfaction of the City or be responsible for reimbursement of the difference to the City for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the City's sole discretion.

Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the City. If the successful Bidder fails to perform as required per these specifications or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the City for any damages caused by the Bidder's failure to perform as stated herein.

4.06 PERFORMANCE EVALUATION

At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

4.07 PROTECTION OF PROPERTY

At all times, the successful Bidder shall safe-guard City property from damage or loss and shall replace or repair any loss or damage unless such damage is caused by the City. The City may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.

4.08 SERVICE REQUIREMENTS

The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that the City's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the purchase order and award the project to another Bidder.

4.09 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response of this solicitation, the Bidder certifies that all material, equipment, etcetera, contained in the bid submittal meets all OSHA requirements. Bidder further certifies that if they are the successful Bidder, and the material, equipment, etcetera; delivered is subsequently found to be deficient in any OSHA requirements in effect on the date of delivery, all costs necessary to bring the material, equipment, etcetera; into compliance with the aforementioned requirements shall be borne by the successful Bidder.

4.10 WARRANTY

In accordance with Article 15.00 of the Agreement(s) to be executed by the successful Bidder, the Contractor, together with his surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work by the City. (This warranty shall be exclusive of all manufacturer's guarantee or warranties exceeding this period). Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful Bidder shall repair or replace same at no cost to the City, immediately upon written notice from the City's authorized representative.

4.11 INSPECTION/TITLE/ACCEPTANCE OF GOODS/SERVICES

Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting Division/Department/Office of the City, unless loss or damage results from negligence by the City or the requesting Division/Department/Office.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to Section 218.70, Florida Statutes, until such time as the successful Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

4.12 NON-EXCLUSIVE CONTRACT

Award of this project shall impose no obligation on the City to utilize the successful Bidder for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the City's best interest.

4.13 MATERIAL DEVIATIONS

The City of Cocoa has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the bid indicates a requirement or condition, which must be met. The City of Cocoa may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the bid requirements, provides an advantage to one bidder, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Bidder, or for the cost to City of Cocoa. Material deviations cannot be waived.

4.14 OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation shall become the sole property of the City. All bid submittals received from Bidders in response to the solicitation will become the property of the City and will not be returned to Bidders. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the City.

4.15 PUBLIC RECORDS COMPLIANCE

The City is a public agency subject to Chapter 119, Florida Statutes. In addition, all responses to this solicitation shall be considered public record subject to distribution pursuant to the request for records by any interested party.

The successful Bidder/Contractor agrees to comply with Florida's Public Records Law. As such the following language applies effective July 1, 2016, and shall be included in the awarded agreement:

A. The parties specifically acknowledge that this agreement is subject to the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the Contractor is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:

1. Keep and maintain all public records required by the City to perform the services herein; and
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement Term and following completion of the agreement if the Contractor does not transfer the records to the City; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services herein. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

B. All requests to inspect or copy public records relating to the agreement shall be made directly to the City. Notwithstanding any other provision of this agreement, to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the agreement, without penalty to the City. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the City, its officers, agents and employees

from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: CITY CLERK, AT 321-433-8480, cityclerk@cocoafl.org, 65 STONE STREET, COCOA, FLORIDA 32922.**

4.16 FUND AVAILABILITY

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Cocoa abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

A. Multi-Year Contracts and Appropriation of Funds (if applicable), Contracts for Goods, Services, or Construction may be entered into for more than one (1) fiscal year if it is deemed to be in the best interest of the City, if the term of the Contract and conditions of renewal or extension are included in the Solicitation, and funds are available for the first term of the Contract. Obligations for succeeding fiscal years may be subject to the availability and appropriation of funds by the City Council.

B. For Construction Projects, total funding may be identified and appropriated in the fiscal year commencement of the Construction Project takes place, or to the maximum extent as possible and not inconsistent with law. Obligations for succeeding fiscal years shall be rolled over and/or appropriated as applicable.

4.17 PROMPT PAYMENT ACT

Payments will be made pursuant to Section 218.70, Florida Statutes, Florida's Prompt Payment Act.

4.18 PURCHASING CARD PROGRAM

The City of Cocoa offers an e-Payables program to contractors as an optional payment method. This is not a requirement. If the successful Bidder is interested or desires additional information, please indicate in your bid submittal.

4.19 INVOICES/APPLICATION FOR PAYMENT

A. Final approved Applications for Payment shall be delivered to the City of Cocoa, Attention: Accounts Payable, City of Cocoa, 65 Stone Street, Cocoa, Florida, 32922. Applications for Payment should include all Work completed through the end of the month.

B. Dispute Resolution: In the event a dispute occurs between a contractor, vendor or other invoicing party ("invoicing party") and the City concerning payment of an invoice, the City Department, Office

or Division which has the dispute along with a representative of the City's Purchasing & Contracts Division and the invoicing party shall meet to consider the disputed issues.

The invoicing party shall provide to the City such material and information as the City may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute or stating with specificity its nature. This procedure shall commence not later than forty-five (45) days and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the City. Any decision by the Procurement Administrator shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision.

If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

4.20 W-9 FORM

All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with the City.

4.21 MOST FAVORED CUSTOMER

The City seeks and demands to be the most favored customer of each Bidder who does business with the City. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the City's under similar terms and conditions. The successful Bidder agrees to provide the City discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.

4.22 PRICE REDUCTION CLAUSE

The City will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The City shall request a price reduction from the date that the violation took place. The successful Bidder will owe the City a discount proportionately equal to that given the most favored customer.

4.23 PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES

All bidders submitting a response to this solicitation agree that such response also constitutes a bid in accordance with the terms of the solicitation to all political subdivisions of Brevard County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder. Each governmental agency shall be responsible for its own purchases and shall be liable for materials and /or services received by it.

4.24 ESTIMATED QUANTITIES

This ITB may contain estimated quantities for purposes of providing unit prices. These numbers, which may be approximate, are subject to variation in the field. The City cannot guarantee that estimated quantities will be the actual amount required and/or purchased. Actual quantities may be more or may be less, and the Bidder agrees to do the work at the unit price whether the quantities are increased or decreased.

4.25 FOREIGN CORPORATION

In accordance with Section 607.1501, Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.1501, prior to entering into a Contract with the City of Cocoa.

4.26 PUBLIC EMERGENCIES

It is hereby made a part of this proposal that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Cocoa shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Cocoa are protected from any emergency that threatens public health and safety as determined by the City. The Bidder agrees to rent/sell/lease all goods and services to the City or governmental entities on a "first priority" basis. The City expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the City with products and/or services not under the awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

4.27 SPECIFICATIONS/DEVIATIONS

Specifications listed herein describe the expected minimum standards. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid response. If a Bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Purchasing & Contracts Division prior to the bid due date and time.

A. The determination as to whether any alternate good or service is or is not equal shall be made solely by the City and such determination shall be final and binding upon all bidders. The City reserves the right to request and review additional information to make such a determination.

B. The Bidder shall be responsible for carefully reading and understanding the requirements and specifications. Unless the bid is in response to a brand name or equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an issued addendum to this ITB solicitation. Any goods or services that are not in compliance with the specifications will not be accepted.

4.28 PERMITS, LICENSES AND FEES

At its sole expense, any required federal, state, and local permits, licenses, and/or occupational fees required, except for permits provided by the City, shall be the responsibility of the Bidder. The City will not entertain separate payment for these items.

4.29 SUB-CONTRACTORS

Bidders must list any sub-contractors that shall be used to accomplish the scope of services. Please complete and submit **Schedule of Proposed Subcontractor Participation**. If no subcontractors are going to be used, check the box for "No Subcontracting (of any kind) will be utilized on this project" at the top of the form.

4.30 TAXES

The City of Cocoa is a municipality corporation existing under the laws of the State of Florida. As such, the City does not pay State of Florida Sales Tax. The City's State Tax exemption number is 85-80126215485C-8 and the Federal Employee Identification Number is 59-6000292. The City's sales tax exemption does not apply to goods and services purchased separately by the successful Bidder in connection with its fulfillment of its contractual obligations with the City. The successful Bidder shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the awarded Agreement as a result of this solicitation.

4.31 COMPLIANCE WITH ALL LAWS AND VENUE

At its sole expense, any contractual arrangement between the City and the proposer shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of award and execution of an Agreement or are adopted at any time following the execution of the awarded Agreement. All legal actions hereunder shall be conducted only in the circuit court in Brevard County or federal court in the Middle District of Florida, Orlando Division; except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

4.32 NEW PRODUCT

Any and all products and materials provided under this bid shall be new and unused.

4.33 EQUAL OPPORTUNITY

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All Bidders are asked to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements. A copy of the City's Equal Employment Opportunity policy is available upon request.

4.34 PUBLIC ENTITY CRIMES

As required by Section 287.133, Florida Statutes, the Bidder warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The Bidder further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By way of a submittal response completion and signature on this solicitation, the Bidder certifies that it is qualified to do business with the City of Cocoa in accordance with all Florida Statutes.

4.35 SOVEREIGN IMMUNITY

Notwithstanding any other provision set forth in this solicitation and/or the resulting awarded Agreement, nothing contained in this solicitation and/or the resulting awarded Agreement shall be construed as a waiver of the City's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the City's potential liability under state or federal law. The City shall not be liable under this solicitation and/or the resulting awarded Agreement for punitive damages or interest for the period before judgment. Further, the City is not 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 City arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This paragraph will survive termination of this solicitation and/or the resulting awarded Agreement.

4.36 RIGHT TO CANCEL OR REJECT

A. A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the City may be rejected, by the Procurement Administrator, in whole or in part, without recourse, when it is in the best interest of the City in accordance with the Section 5.14 of City of Cocoa Purchasing Policy. As the best interests of the City of Cocoa may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Bidder agrees that the City has the right to reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Bidder. The City also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

B. The City reserves the right to accept or reject any or all bids/proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.

C. The City also reserves the right to reject the bid submittal from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not able to perform the contract.

4.37 ADDITIONAL INFORMATION

The City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

4.38 UNIT PRICE ACCURACY

Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after opening. All prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing shall prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the total bid amount for the entire Work to be completed under the Agreement. Please note that the City reserves the right to clarify and correct extended amount errors.

4.39 MATHEMATICAL ERRORS

A. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication or extension error(s), the unit price shall prevail. In the event of addition error(s), the extension totals will prevail.
B. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
C. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting their bid.
D. Regardless of the type of bid pricing form used, all bids shall be reviewed mathematically by the City using these standards.

4.40 UNBALANCED BIDDING PROHIBITED

The City recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the City such variation does not appear to be justified given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids include:

A. Bids showing omissions, alterations of form, additions not specified or required conditional or unauthorized alternate bids.
B. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive Bidders for the same line-item unit costs.
C. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event the City determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its bid. The City reserves the right to deem any presumptive unbalanced bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

4.41 FRONT LOADING OF BID PRICING PROHIBITED

Prices offered for performance and/or acquisition activities, which occur early in the Project Schedule, such as mobilization; clearing and grubbing; or maintenance of traffic; that are substantially higher than pricing of competitive bidders within the same portion of the Project Schedule, will be presumed to be front-loaded. Front-loaded bids could reasonably appear to be an attempt to obtain unjustified early payments, creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

In the event City determines that a bid is presumed to be front loaded, it will request the opportunity to, and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other documents which the bidder obtained and upon which the bidder relied upon to develop the pricing or acquisition timing for these bid items. The City reserves the right to reject as nonresponsive any presumptive front-loaded bids where the bidder is unable to demonstrate the validity and/or necessity of the front-loaded costs.

4.42 REASONABLE PRICES

A reasonable unit price must be submitted for each work element. In the event any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.

4.43 DELIVERY

Unless otherwise specified, prices shall be firm, net delivered and installed at construction or project site. Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.

4.44 SPLIT AWARD

The City reserves the right to make an award to one Bidder, to split the award between two or more Bidders, or to withhold award of individual items, as may be in the best interest of the City. The City may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.

4.45 BID PRICE SCHEDULE

Each Bidder shall furnish the information required on **the Bid Price Schedule** and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

4.46 BID TABULATION

The bid tabulation will be posted on the City of Cocoa website via VendorLink, LLC at: http://www.myvendorlink.com. Proposers may email the Purchasing & Contracts Division, purchasing@cocoafl.gov for results.

4.47 BIDDER'S SPECIFICATIONS AND NOT BIDDING

A. Each Bidder shall make accurate and clear statements in their bid response.
B. Where more than one (1) item is listed, any items not bid upon shall be indicated as "NO BID".

4.48 PRE-AWARD INSPECTION

Prior to the award, the City reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the City.

4.49 EXISTING PERMITS AND IDENTIFICATION NUMBERS

Any and all permits, state licenses, including, but not limited to, Department of Environmental Protection (EPA), and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the City upon request.

4.50 DRUG-FREE WORKPLACE PREFERENCE

Certification of an implemented drug-free workplace program must be included with the ITB response when submitted. If your firm has implemented a drug-free workplace program, please complete **Attachment Drug-Free Workplace Certification** and include with your ITB response.

4.51 CONFLICT OF INTEREST

All Bidders must disclose, with their bid submittal, the name of any officer, director, or agent who is also an officer or employee of the City of Cocoa. Furthermore, all Bidders must disclose the name of any City of Cocoa officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches, subsidiaries, or partnerships. Failure to disclose in this manner will result in the disqualification of the Bidder or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the Section 2.1, Conflict of Interest of as per the City of Cocoa

Purchasing Policy. Complete and submit the **Conflict-of-Interest Statement** and non-collusion statement with your bid response. The City may seek damages for the recoupment of losses in having to re-solicit or re-assign this project.

4.52 NON-COLLUSION/LOBBYING CERTIFICATION

All Bidders submitting a Bid, certify that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the bid submittal. In addition, no City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the City Council, City Manager or any City employee in connection with the awarded agreement as a result of this solicitation process.

4.53 CONSTRICTING CONDITIONS

No additional terms and conditions included within the bid submittal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid submittal and the Bidder's authorized signature affixed to the bid submittal signature section attests to this. When completing your bid submittal, do not attach any forms which may contain terms and conditions that conflict with those listed in the City's solicitation document. Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the City's solicitation.

4.54 DEBARRED BIDDERS

The City reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be at the City's sole determination, as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

4.55 NOTICES OF INTENT

The Purchasing & Contracts Division shall publicly post a Notice of Intent to Award for a minimum period of three (3) business days on the City of Cocoa's website via VendorLink, LLC at: http://www.myvendorlink.com.

4.56 PROTESTS AND APPEALS

A. Any prospective Bidder or Respondent may file a Notice of Solicitation Protest concerning a Solicitation in writing to the Procurement Administrator. The protest must be received in the Purchasing & Contracts Division Office no later than three (3) business days after the due date for the Solicitation in accordance with Section VIII of the City of Cocoa Purchasing Policy.

B. Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Award Protest, in writing, with the Purchasing & Contracts Division Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld in accordance with Section VIII of the Cocoa Purchasing Policy. The decision of the City Council shall be final and conclusive.

4.57 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of one million dollars or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2017); or is engaged in business operations in Syria. Pursuant to Section 215.4725, Florida Statutes, if the company is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel the company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for any amount of goods or services. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit the required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations. Submitting a false certification shall be deemed a material breach of contract and shall terminate the contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

4.58 FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.

4.59 INSURANCE REQUIREMENT

A. Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Local Business Tax Receipt with your bid submittal.
B. The successful Bidder shall provide original Certificates of Insurance, evidencing coverage as required, in **the Insurance Requirements attached herein** to the Purchasing & Contracts Division

within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to the City and shall name the City of Cocoa as a Certificate Holder/Additional Insured.

C. All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

4.60 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the Bidder must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

4.61 AUDITS AND RECORDS

Before or after an agreement is prepared and executed, the successful Bidder may be required to disclose their financial condition in a specified manner. In addition, subsequent to an agreement being executed, the successful Bidder must maintain financial records and reports relating to funds paid by any parties for work on the matters which are the subject of this ITB document and submit reports to the City in the form and frequency requested. The successful Bidder must maintain books, records, documents, and other evidence according to generally accepted accounting principles, procedures, and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of the resulting contract and retain said copies for a period of no less than five (5) years after termination of the project. The aforesaid records, books, documents, and other evidence shall be always subject to inspection, review, or audit by the City or its designee. The successful Bidder shall include these audit and record keeping requirements in contracts and subcontracts thereto entered into by the successful Bidder with any party for work required in the performance of this project.

4.62 INDEPENDENT CONTRACTOR AND LIABILITY

The successful Bidder and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The successful Bidder shall not be an agent of the City, except as may be otherwise expressly provided herein and/or the awarded Agreement, and only to the extent so provided. The successful Bidder's employees and sub-consultant employees are not, and while performing any of the Services, shall not be deemed to be, employees of the City.

Bidders are advised that the City will not accept limitations on liability. The successful Bidder will be

fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The City will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered non-responsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the City.

4.63 INDEMNIFICATION

A. Indemnity: The successful Bidder shall defend, indemnify and hold harmless the City and all of the City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees where recoverable by law, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the successful Bidder, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the awarded Agreement. The successful Bidder recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the awarded Agreement. Compliance with any insurance requirements required elsewhere within the awarded Agreement shall not relieve the successful Bidder of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this article of the awarded Agreement. The successful Bidder shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

B. Copyright Infringement: The successful Bidder shall guarantee that all services performed under the awarded Agreement will be free from claims of patent, copyright or trademark infringement. The successful Bidder shall defend, indemnify and hold the City and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the successful Bidder of any third-party patent, copyright or trademark or (ii) misappropriation by the successful Bidder of any third-party trade secret in connection with any of the foregoing.

4.64 CHANGES, MODIFICATIONS AND WAIVER

A. Changes: The City reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.

B. Modifications: In addition to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in the City.

C. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option

therein, shall not be construed as a waiver of a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

4.65 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the City, or to sub-contract any of the work requirements to be performed, without prior written approval from the City.

4.66 TERMINATION

A. Termination for Convenience: The City may at any time give ten (10) days written notice to the successful Bidder of the termination of the agreement, in whole or in part, for the City's convenience and without cause.

B. Default by the successful Bidder and the City's Remedies: In the event of a default by the successful Bidder, the City shall have the right to exercise any remedy the City may have by operation of law, without limitation, and without any further demand or notice.

C. Bankruptcy or Insolvency: If the successful Bidder files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder is appointed in any proceeding brought by or against the successful Bidder, or if the successful Bidder makes an assignment for the benefit of creditors, or proceedings are commenced on or against the successful Bidder's operations, the City reserves the right to terminate this Agreement immediately.

D. Payment when Agreement is Terminated:

1. In the event of termination by the City for convenience, the City shall compensate the successful Bidder for all goods furnished prior to the effective date of termination.

2. In the event of termination due to the fault of the successful Bidder or at the written request of the successful Bidder, the City shall compensate the successful Bidder for all goods furnished, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the City. All such payments shall be subject to an off set for any damages incurred by the City resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the City in the event of breach by the successful Bidder.

4.67 ATTACHMENTS AND EXHIBITS

All attachments and exhibits hereto are made a binding part of this solicitation by this reference.

4.68 OWNERSHIP AND RIGHTS IN DATA

Any work, product or deliverable report provided to the City as a result of work performed while under contract shall be considered the property of the City and may be used in any fashion the City deems appropriate. The City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by the successful Bidder pursuant to the terms of the awarded contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the awarded contract.

4.69 ADMINISTRATIVE PROVISIONS

In the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter or any other instrument is for the City's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon. This statement is not applicable to duly authorized and agreed upon amendments to the agreement and/or duly authorized and agreed upon change orders if applicable.

4.70 Tie Bids

When all considerations of a bid or proposal are equal and the City must break the tie, the Procurement official may consider any or a combination of the following factors in order to break the tie:

1. Priority will be given to the respondent certifying that their firm has a *Drug-Free Workplace Program* published at the time of the issuance of the solicitation. Respondents will be required to provide a copy of their Drug-Free Workplace Program published at the time of the issuance of the submittal;
2. If still tied, consideration shall be given to the Respondent with lowest price submittal amongst the tied proposals;
3. Best and Final Offer - Within 24 hours of a request by the City, tie bidders shall submit a *Best and Final offer*;

If the above options are not practical or do not result in breaking the tie, the Procurement official may utilize a flip of the coin to resolve the tie. If time permits, the bidders involved shall be given an opportunity to attend the coin flip. At least one (1) person shall witness the coin flip, and the contract file shall contain the name(s) and address(es) of the witness(es) and the person supervising the coin flip.

4.71 PROHIBITION ON SOCIAL, POLITICAL OR IDEOLOGIGAL PREFERENCE

Pursuant to Florida Statutes § 287.05701, the City shall not request documentation regarding, consider, or give preference based upon, a vendor's social, political, or ideological interests when determining the vendor's qualifications.

4.72 TRAFFICKING

As a condition of this Agreement, the Service Provider shall attest under penalty of perjury that the bidder does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City. The Service Provider understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion," "labor," and "services" as follows:

a."Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against his or her will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

b. "Labor" means that work of economic or financial value.

c. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Bidder understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

RESPONSE COVER PAGE

COMPANY NAME	
ADDRESS	
PRIMARY CONTACT	
TELEPHONE #	
EMAIL ADDRESS	

SUBMITTAL CHECKLIST

[X]	SUBMITTAL REQUIREMENT / DOCUMENT
	Original Submittal Package bound with binder clip
	Attended Pre-Bid (if Mandatory)
	Cover Letter (if applicable)
	Attachment "A" Submittal Acknowledgement
	Attachment "B" Addendum Acknowledgement
	Attachment "C" Insurance Requirements
	Attachment "D" Bid Security Bond (if required)
	Attachment "E" Bid Price Schedule
	Attachment "F" Trench Safety (if required)
	Attachment "G" Certificate of Non-Segregated Facilities
	Attachment "H" Drug-Free Workplace
	Attachment "I" Conflict of Interest and Non-Collusion
	Attachment "J" Organizational Info
	Attachment "K" Subcontractor Participation
	Attachment "L" References
	Attachment "M" Truth-in-Negotiations
	Attachment "N" Solicitation Label affixed to envelope
	Attachment "O" Scrutinized Companies
	Attachment "P" E-Verify Affidavit (including screenshot from website showing active account)
	Attachment "Q" Federally Required Contract Clauses for FEMA Grantees and Subgrantees (if required)
	Attachment “R” Human Trafficking Affidavit
	Proof of Florida Registration (if required)
	Professional License(s) (if required)
	W9
	Proof of Insurance
	USB drive with electronic copy of submittal

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "A" Submittal Acknowledgement

By executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of respondent to submit a response to the City of Cocoa and bind the Respondent to the terms and conditions of this solicitation. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the solicitation and all subsequently issued addendums.

Respondent certifies, represents, and warrants that all information contained in Respondent's submittal is accurate and truthful and that the City of Cocoa will rely on said information during its review of the submittal. Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification.

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS SOLICITATION.

Company Name: _____ **FEIN:** _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

Attachment "B" Addendum Receipt Acknowledgement Certification

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated:_____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "C" Insurance Requirements

A. Insurance. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the required types of insurance and has provided proof of same to the City, in the form of a certificate prior to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. Limits. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with at a minimum the respective limits as outlined herein:

Automobile combined single limit or	$1,000,000.00
a) Automobile Bodily Injury and	$ 500,000.00
b) Automobile Property Damage	$ 500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	$1,000,000.00
b) Aggregate combined limit (policy year)	$2,000,000.00
Commercial General Liability	
a) Each Occurrence	$1,000,000.00
b) Medical Expense (Any one Person)	$ 5,000.00
c) Personal & Adv. Injury	$1,000,000.00
d) General Aggregate	$2,000,000.00
e) Products – Comp/OP AGG	$2,000,000.00
Worker's Compensation	$1,000,000.00

Worker's Compensation: Employers' liability insurance, which covers the statutory obligation for all persons, engaged in the performance of the work required hereunder with limits not less than $1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The Bidder understands and acknowledges that it shall be solely responsible for all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the City in the event of litigation against same.

C. City as Additional Insured. The successful Bidder/Contractor and/or subcontractor shall name the "City of Cocoa" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance. The successful Bidder/Contractor and/or subcontractor shall provide the City's Purchasing & Contracts Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured Contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
8. The Certificate Holders Box must read as follows:
   City of Cocoa
   c/o Administrative Services Director
   65 Stone Street
   Cocoa, Florida 32922

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES, THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO CITY OF COCOA, PURCHASING & CONTRACTS DIVISION, 65 STONE STREET, COCOA, FLORIDA 32922**

E. Waiver. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors. The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the City.

G. Loss Deductible Clause. The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

H. Additional Requirements. All insurance carriers shall have AM Best Rating of at least A, and a size VII or larger. The General Liability and Workers Compensation policies shall have a waiver of subrogation in favor of the City of Cocoa. The liability policies shall be Primary/Non-Contributory.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as_____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC
STATE OF _____
MY COMMISSION EXPIRES: _____

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

~~**Attachment "D" Bid Security Bond**~~

~~**Not Used**~~

~~BOND NO:~~ _____

~~**(NOT TO BE FILLED OUT IF A CASHIER'S CHECK IS SUBMITTED)**~~

~~KNOW ALL MEN BY THESE PRESENTS: That the undersigned~~ _____

_____

~~as Principal, and,~~ _____

~~as **Surety**, are held and firmly bound unto the **City of Cocoa** in the sum of 5% of the bid amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.~~

~~THE CONDITION OF THIS OBLIGATION is such that if Principal:~~

1. ~~Does not withdraw the attached Bid Amount shown on the **Bid Price Schedule and Acceptance of Bid Terms and Conditions** for the City of Cocoa _____ titled _____ for a period of (90) calendar days after the date on which the bids are opened; and~~
2. ~~Enters into a written Contract and furnishes the required Insurance, Certificates of Insurance and Payment and Performance Bonds with surety or sureties acceptable to the **City of Cocoa** within seven days after the date of award of the Contract, then this obligation will be void; Otherwise, the same will be in full force and the full amount of this Bid Bond will be paid to the **City of Cocoa** as stipulated herein.~~

~~Signed this _____ day of _____, _____~~

~~THE CONTRACTOR MUST INDICATE WHETHER CORPORATION, PARTNERSHIP, COMPANY, (OR INDIVIDUAL). THE PERSON SIGNING FOR THE CONTRACTOR WILL SIGN HIS/HER OWN NAME AND SIGN CORPORATE TITLE. WHEN THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN THE PRESIDENT OR VICE PRESIDENT, HE/SHE MUST FURNISH A CORPORATE RESOLUTION SHOWING HIS/HER AUTHORITY TO BIND THE CORPORATION.~~

~~Contractor Name: _____ (Affix Contractor's Corporate Seal Above)~~

~~Mailing Address: _____~~

~~Telephone Number: _____ Fax Number: _____ E-mail Address: _____~~

_____ _____ _____ _____

~~Authorized Signatory Printed Name Title Date~~

	Finance Department **Purchasing & Contracts Division** **65 Stone Street, Cocoa, FL 32922** **Phone: 321-433-8833 | Fax: 321-433-8690**	**Solicitation Number:** **ITB B-26-14-COC**
	INVITATION TO BID (ITB)	**Due Date:** **09/10/2026**

TITLE: ANNUAL POND MAINTENANCE SERVICES

~~STATE OF _____~~

~~COUNTY OF _____~~

~~BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____ _____, WHO, BEING DULY SWORN, DEPOSES AND SAYS THAT THEY ARE A DULY AUTHORIZED FLORIDA LICENSED INSURANCE AGENT, PROPERLY LICENSED UNDER THE LAWS OF THE STATE OF _____, TO REPRESENT _____ _____ OF _____ _____ _____ _____,~~

~~A COMPANY AUTHORIZED TO MAKE CORPORATE SURETY BONDS UNDER THE LAWS OF THE STATE OF _____ (THE "SURETY").~~

~~SAID _____ FURTHER CERTIFIES THAT AS AGENT FOR THE SAID _____ THEY HAVE SIGNED THE ATTACHED BOND AS A LICENSED AGENT, IN THE SUM OF 5% OF THE BID AMOUNT SHOWN ON ATTACHMENT "F" BID PRICE SCHEDULE, ON BEHALF OF _____, TO THE CITY OF COCOA COVERING _____ titled _____ IN COCOA, FLORIDA.~~

~~_____ NOTARY PUBLIC _____~~

~~_____ STATE OF _____~~

~~MY COMMISSION EXPIRES:_____~~

~~Surety Name: _____ (Affix Surety's Corporate Seal Above)~~

_____	_____	_____	_____	_____
~~Attorney in Fact for Signature~~	~~Printed Name of Attorney in Fact~~	~~Florida Licensed Agent Signature~~	~~Printed Name of Licensed Agent~~	~~License Surety Number~~

~~Surety Mailing Address: _____~~ ~~Agent Mailing Address: _____~~

~~Telephone Number: _____~~ ~~Telephone Number: _____~~

~~Fax Number: _____~~ ~~Fax Number: _____~~

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "E" Bid Price Schedule and Acceptance of Terms and Conditions

Each Bidder shall fill out and complete the Bid Schedule form included in this Section and shall submit the appropriate number of copies as part of the Bid. The purpose of the Bid Schedule is to provide a uniform comparison of the bids. This Contract is a **LUMP SUM CONTRACT. Award of this contract will be based on the Total Lump Sum Price.** The Bidder is to include all costs that the Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of Work required by the Contract Documents. Fill in the following bid breakdown which will be used to determine bid completeness and understanding, then fill in the Subtotal and Total Lump Sum Bid Prices on the lines provided. The total bid price must be equal to the sum of the values in the bid breakdown. The verified sum of the individual values in the bid breakdown takes precedence over any discrepancy between the Total Lump Sum Bid Price written and the corrected total lump sum bid price.

Annual Pond Maintenance of 23 stormwater ponds at 13 separate locations to be invoiced quarterly:

	Total Annual Base
Total (in numbers) (Ponds 1 – 23)	$

(Please complete the below breakdown of locations on next page)

_____

(Grand Total Written in words)

Additional Ponds Per Acre Price (Do not include in Total Annual Base Amount)	$

TITLE: ANNUAL POND MAINTENANCE SERVICES

(Attachment E Continued)

Pond #	Pond Name	Location	Approximate Area (Acres)	Treatment Frequency (Activity/YR)	Pond Treatment (Cost/Activity)	Trash Removal (Cost/Activity)	Annual Cost
1,6	Fiske Ponds	East of US1 and Michigan Ave	22.06 (two ponds)	4			
2,3,4,5	Bracco Ponds	West of Plaza Parkway	43.13 (four ponds)	4			
7	N. Lakemont Ponds	N Fiske Blvd & N Lakemont Dr	2.11	4			
8	S. Lakemont Ponds	East & West side of S. Lakemont Dr.	3.06 (two ponds)	4			
9	Pineda Pond	Pineda St. b/w Duke Way and Vanderbilt Ln.	2.24	4			
10,11	Cocoa Bay Ponds	Cocoa Bay Blvd	1.71 (two ponds)	4			
12	Public Works Pond	Cocoa Public Works Administration Building	.18	4			
13	Bernard Pond	Bernard Ave. & S. Wilson Ave Intersection	.6	4			
14	Emma Jewel Pond	South of Barbara Jenkins St. and Pineapple Ave	1.5	4			
15	Polaris Ponds	East of Polaris St.	.44	4			
16	Stradley Park	Stradley Park on Tiger Trail	.76	4			
17	Cocoa Pines	Subdivision off SR 524 east of Cox Rd	.91	4			
18,19,20,21,22,23	Cocoa North	Subdivision off SR 524 west of Fred Gay Golf Academy	8.67	4			
						TOTAL LUMP SUM	

(Attachment E Continued)

The price submitted constitutes full and complete compensation for all work described in the Invitation to Bid (ITB), including any and all associated costs, taxes, and fees. This price is valid for a period of ninety (90) days from the due date for submission of bids, without change or withdrawal.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

FEIN: _____

The undersigned is duly authorized on behalf of the Company to submit this bid and enter into a contract in accordance with the terms and conditions of this ITB.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____ COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__ , by _____as_____of_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced_____ as identification.

NOTARY PUBLIC _____
STATE OF _____
MY COMMISSION EXPIRES: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

~~Attachment "F" Trench Safety Certification~~

~~(NOT required)~~

~~Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration's (OSHA) safety standards, 29 CFR Section 1926.650 Subpart P, as the State standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other State or political subdivisions may also have standards that are applicable.~~

~~If trench excavation is required on the Project more than 5 feet in depth, the Bidder will identify the cost of compliance with the applicable trench safety standards in the table below. If there is no trench excavation on the Project in excess of 5 feet in depth, write "not applicable" below. All costs to comply with trench safety standards will be incidental to the Project or various related Pay Items.~~

	~~Trench Safety Measure (Description)~~	~~Units of Measure~~	~~Quantity~~	~~Unit Cost~~	~~Extended Cost~~
~~1.~~					
~~2.~~					
~~3.~~					
~~4.~~					
~~5.~~					

~~(Attach Separate Sheet if Necessary)~~

~~If applicable, this certifies that all trench excavation performed within the control of the Contractor will be in accordance with all applicable standards and with the Specifications, and with all requirements of Florida Statute, Sections 553.63(1)(a), 553.63(1)(b), and 553.63(1)(c).~~

~~By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.~~

~~Company Name:~~ _____

~~Address:~~ _____

~~Telephone:~~ _____ **~~Email:~~** _____

_____ _____

~~Authorized Signature~~ **~~Date~~**

_____ _____

~~Name~~ **~~Title~~**

~~PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE~~

~~☞Failure to submit this form may be grounds for disqualification of your submittal☜~~

Attachment "G" Certificate of Non-Segregated Facilities

CERTIFICATION TO BE SUBMITTED BY CONSTRUCTION CONTRACTORS OF APPLICANTS AND THEIR SUBCONTRACTORS (APPLICABLE TO CONSTRUCTION CONTRACTS AND RELATED SUBCONTRACTS EXCEEDING TEN THOUSAND DOLLARS (US $10,000.00) WHICH ARE NOT EXEMPT FROM THE EQUAL OPPORTUNITY CLAUSE)

The construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that construction Contractor do not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that construction Contractor will not permit its employees to perform their services at any location, under construction Contractor's control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, and transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The construction Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand dollars (US $10,000.00) which are not exempt from the provisions of the equal opportunity clause and that construction Contractor will retain such certifications in its files.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "H" Drug-Free Workplace Certification

When applicable, the drug-free certification form below must be signed and returned with the ITB response.

In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.

D. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

E. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AFFIANT SIGNATURE

_____
Typed Name of AFFIANT

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "I" Conflict of Interest and Non-Collusion Statement

A. This sworn statement is submitted by_____ [Name of entity submitting sworn statement] whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ of the individual signing this sworn statement: _____.

My name is _____ and my relationship to the above entity is_____.

[Please print name of individual signing]

B. **CONFLICT OF INTEREST**

A. The entity hereby submits a proposal/offer to ITB # _____ for _____ Services.

B. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.

C. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.

D. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.

E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.

F. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.

G. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.

H. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cocoa government.

I. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

C. **NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. **LOBBYING CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

_____
AUTHORIZED SIGNATURE

_____
Typed Name of AUTHORIZED SIGNATORY

_____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "J" Organizational Information

The Bidder must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Bidder must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION					
(Please place a check mark (✓) next to applicable type)					
	Corporation		Partnership		Non-Profit
	Joint Venture		Sole Proprietorship		Other (Please specify)
State of Incorporation					
Principal Place of Business (Enter Address)					
Federal I.D Number					

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

Attachment "K" Proposed Schedule of Subcontractor Participation

☐ **No Subcontracting (of any kind) will be utilized on this project.**		**Total Project Amount: $**	
Subcontractor Minority Code (if applicable)	Company Name Address Phone, Fax, Email	Trade, Services or Materials portion to be subcontracted	Percent (%) of Scope/Contract
Federal ID			Dollar Value
PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION			
PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION			

Minority Code	Code Description	Minority Code	Code Description
AA	African American	NA	Native American
A	Asian/Pacific Islander	W	Woman
H	Hispanic	SDVBE	Service Disabled Veteran

When applicable, the Bidder will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "L" References

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar type, scope, and complexity. References from projects that are at substantial completion will be accepted. (A Reference from City of Cocoa is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

TITLE: ANNUAL POND MAINTENANCE SERVICES

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "M" Truth-in-Negotiations Certification

For lump-sum or fixed-fee Professional Service Agreements over One Hundred Ninety- Five Thousand and 00/100 Dollars ($195,000.00), the City requires the Respondent to execute this certificate and include it with their submittal.

Upon execution of an Agreement, Respondent hereby certifies that, in accordance with Section 287.055(5)(a), Florida Statutes (as amended), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the time of entering into this Agreement. The Parties agree that the City may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the City determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one (1) year following the end of the Agreement.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____as_____of_____ _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

_____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "N" Solicitation Response Identification Label

NOTICE TO ALL RESPONDENTS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below and affix the label on the outer surface of the envelope or package.

City requests that all visitors call the Purchasing & Contracts Division from the courtesy phone located on the 1st Floor reception area. If you are hand-delivering a solicitation, a time/date stamp will be available at the receptionist's desk. The solicitation submittal envelope or package and label will be date stamped and the Purchasing & Contracts Division will be notified. A record of all deliveries and delivery times will be documented on the Package Sign-In Sheet Receipt Log and such record will be retained.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH SAME TO YOUR SOLICITATION RESPONSE ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.

✂----------

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

ATTENTION: **PURCHASING & CONTRACTS DIVISION**

SOLICITATION NUMBER: **ITB B-26-14-COC**

TITLE: **ANNUAL POND MAINTENANCE SERVICES**

SOLICITATION DUE DATE: 09/10/26 TIME: 3:00pm Local Time

FROM: _____

_____

_____

DELIVER TO: City of Cocoa
Purchasing & Contracts Division
65 Stone Street
Cocoa, Florida 32922

****DO NOT OPEN**SEALED SOLICITATION**DO NOT OPEN**SEALED SOLICITATION****

Attachment "O" Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. Both lists are created pursuant to section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies shall not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel if bidding, submitting proposals, entering into or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

Attachment "P" Verify Contractor Affidavit

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

_____
Print Name: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
[Notary Seal] Notary Public

_____
Name typed, printed, or stamped
My Commission Expires: _____

PLEASE COMPLETE AND SUBMIT WITH YOUR RFP RESPONSE
PROOF OF REGISTRATION FROM E-VERIFY SYSTEM MUST BE ATTACHED
☞Failure to submit this form may be grounds for disqualification of your submittal☜

~~Attachment "Q" Federally Required Contract Clauses~~

~~for FEMA Grantees and Subgrantees~~

~~1. *Equal Employment Opportunity*~~

~~During the performance of this contract, the contractor agrees as follows:~~

~~(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:~~

~~Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

~~(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.~~

~~(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.~~

~~(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.~~

~~(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.~~

~~(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.~~

~~(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.~~

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. *Compliance with the Davis-Bacon Act*

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

3. *Compliance with the Copeland "Anti-Kickback" Act*

a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

4. Compliance with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF COCOA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section

5. Rights to Inventions Made Under a Contract or Agreement **Not Applicable**

Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

6. Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that

the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

7. Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

8. Suspension and Debarment

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

10. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —

b. Prohibitions.
   i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
   ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
      1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
      4. Provide, as part of its performance of this contract, subcontract, or other

~~contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.~~

~~c. *Exceptions.*~~

~~i. This clause does not prohibit contractors from providing~~

~~1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or~~

~~2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.~~

~~ii. By necessary implication and regulation, the prohibitions also do not apply to:~~

~~1. Covered telecommunications equipment or services that:~~

~~a. Are *not used* as a substantial or essential component of any system; *and*~~

~~b. Are *not used* as critical technology of any system.~~

~~2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.~~

~~d. *Reporting requirement.*~~

~~i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.~~

~~ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:~~

~~1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.~~

~~2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.~~

~~e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.~~

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

iii.

13. Access to Records

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14. *DHS Seal, Logo, and Flags*

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

15. *Compliance with Federal Law, Regulations, and Executive Orders*

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. *No Obligation by Federal Government*

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

17. *Program Fraud and False or Fraudulent Statements or Related Acts*

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also

disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

18. *Affirmative Socioeconomic Steps*

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

19. *Copyright and Data Rights* - ***Not applicable***

The Contractor grants to the CITY OF COCOA a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used

herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.

By the signature(s) below, I/we, the undersigned, as authorized signatory of the firm, understand and agree to all the applicable federal terms and provisions provided herein.

Company Name: _____

Address: _____

Telephone: _____ **Email:** _____

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

☞Failure to submit this form may be grounds for disqualification of your submittal☜

ATTACHMENT "R" Human Trafficking Affidavit

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein
2. I currently serve as _____(Role) of_____(Company).

3. _____ (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

_____
NAME OF BUSINESS ENTITY

_____
SIGNATURE

_____
TYPE NAME AND TITLE

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
☞Failure to submit this form may be grounds for disqualification of your submittal☜

EXHIBIT A

Lake Management Map

EXHIBIT B

Pond Management Map

Purchasing
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8833
EMAIL: purchasing@cocoafl.org

NOTIFICATION OF INTENT TO AWARD

City of Cocoa Department and Division		
Department: Public Works	*Division:* Stormwater	*Project #:*
Solicitation Details		
Bid / RFP / RFQ #: ITB B-26-14-COC	*Title:* Annual Pond Maintenance Services	
Vendor Information		
Awarded To: Future Horizons, Inc PO Box 1115 Hastings, FL 32145		*Contract Amount:* $74,265.00
Description of Work: Contractor shall Provide all supervision, labor, equipment, materials and fuel to perform grounds, aquatic weed control and pond maintenance as indicated in this statement of work. The work consists of maintaining 23 stormwater ponds throughout the City in 13 separate locations. Work includes trash/debris collection, aquatic spaying with documented logs. Each Pond will be serviced every 3 months.		
City of Cocoa Finance Department Approval		
Purchasing Manager: Brian Dale	*Date Issued:* September 15, 2026	*Signature:* Brian Dale Digitally signed by Brian Dale DN: cn=Brian Dale, ou=Purchasing, email=bdale@cocoafl.gov Date: 2026.09.15 12:43:38 -04'00'

Disclaimer: This Notice of Intent to Award is subject to and contingent upon successful negotiation of a written contract with the City, containing such terms as the City Council or City Manager determine are in the best interest of the City, and execution of such written contract with the City. This Notice does NOT constitute the formation of a contract between the City of Cocoa and the apparent successful vendor referenced in the Notice. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Cocoa is executed. If the City Council or City Manager (as applicable) awards the contract to the apparent successful vendor, and the vendor fails to negotiate and execute a contract with the City of Cocoa, the City of Cocoa may revoke the award and award the contract to the next highest ranked vendor or withdraw the Bid. The City of Cocoa further reserves the right at its discretion to reject this Notice and award the contract to another vendor or reject all bids without penalty.

CITY COUNCIL AGENDA ITEM

Memo Date:	September 9, 2026
Agenda Date:	September 22, 2026
File ID:	2026-805
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Council Consideration and Public Comment on the use of the FY2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula in the amount $18,661, and authorize the Grants Writer to submit the City's Application.

BACKGROUND:

The 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) was announced on August 25, 2026, in the amount of $18,661, with two due dates. One being October 9th in Grants.gov and October 16th, in JustGrants websites.

The City of Cocoa will utilize JAG funds to support technology improvements and law enforcement equipment essential to public safety operations. Specifically, the City will use this funding to expand its security camera program by purchasing additional Verkada or similar camera systems. These cameras will be placed in strategic locations throughout the city to help combat violent crime and directly support law enforcement operations as part of our ongoing violent crime reduction initiatives.

The Police Department requests public comment and City Council's consideration, while also requesting authorization for the Grant's writer to submit on the City's behalf. This grant officially opened on October 1, 2025.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached? No. Once the grant is awarded, the Department will return to Council to amend the budget.

Source/Use of Funds
O-BJA-2026-172705

PREVIOUS ACTION:

This grant has been awarded for the last six years. Each year, the Police Department assesses needs at the time of the grant.

RECOMMENDED MOTION:

Council Consideration and Public Comment on the Use of the FY2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula in the amount $18,661, and authorize the Grants Writer to submit the City's Application

2026 Florida Local JAG Allocations

Only jurisdictions listed below in the state are eligible to receive FY 2026 JAG funding directly from BJA, with award amounts determined by the annual formula. Important notes:

1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. A single jurisdiction must serve as the fiscal agent on behalf of the group. BJA will only fund one award for the disparate group. Disparate jurisdictions are responsible for determining individual amounts within the Joint Allocation and for documenting allocations via a memorandum of understanding.

2) Jurisdictions eligible for a direct allocation (i.e., not part of a disparate group) are listed alphabetically below the shaded, disparate groupings.

For additional details on eligibility and disparate group requirements, refer to the JAG the Frequently Asked Questions here: https://bja.ojp.gov/program/jag/frequently-asked-questions. For additional details regarding the JAG formula and award calculation process, please refer to the JAG Technical report here: https://bjs.ojp.gov/library/publications/justice-assistance-grant-jag-program-2024.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
FL	ALACHUA County	County	$17,796	
FL	GAINESVILLE City	Municipal	$96,334	$114,130
FL	BROWARD County	County	$28,323	
FL	CORAL SPRINGS City	Municipal	$14,364	
FL	DANIA BEACH City	Municipal	$18,257	
FL	DAVIE Town	Municipal	$23,189	
FL	DEERFIELD BEACH City	Municipal	$27,833	
FL	FORT LAUDERDALE City	Municipal	$102,131	
FL	HALLANDALE BEACH City	Municipal	$17,161	
FL	HOLLYWOOD City	Municipal	$39,255	
FL	LAUDERDALE LAKES City	Municipal	$26,448	
FL	LAUDERHILL City	Municipal	$50,590	
FL	MIRAMAR City	Municipal	$20,968	
FL	NORTH LAUDERDALE City	Municipal	$19,267	
FL	OAKLAND PARK City	Municipal	$23,910	
FL	PEMBROKE PINES City	Municipal	$16,382	
FL	PLANTATION City	Municipal	$20,276	
FL	POMPANO BEACH City	Municipal	$75,365	
FL	SUNRISE City	Municipal	$16,498	
FL	TAMARAC City	Municipal	$15,517	$555,734
FL	LEON County	County	$34,207	
FL	TALLAHASSEE City	Municipal	$97,603	$131,810
FL	PINELLAS County	County	$31,582	
FL	ST PETERSBURG City	Municipal	$137,953	$169,535
FL	ALTAMONTE SPRINGS City	Municipal	$13,844	
FL	APOPKA City	Municipal	$23,593	
FL	BAY County	County	$24,256	
FL	BELLE GLADE City	Municipal	$18,200	
FL	BOCA RATON City	Municipal	$15,200	
FL	BOYNTON BEACH City	Municipal	$20,709	
FL	BRADENTON City	Municipal	$25,179	
FL	BREVARD County	County	$41,562	
FL	CAPE CORAL City	Municipal	$27,083	
FL	CHARLOTTE County	County	$18,113	
FL	CITRUS County	County	$31,381	
FL	CLAY County	County	$40,033	

FL	CLEARWATER City	Municipal	$38,014	
FL	COCOA City	Municipal	$18,661	
FL	COLLIER County	County	$57,108	
FL	COLUMBIA County	County	$16,296	
FL	DAYTONA BEACH City	Municipal	$64,463	
FL	DE LAND City	Municipal	$15,546	
FL	DELRAY BEACH City	Municipal	$14,767	
FL	DORAL City	Municipal	$10,210	
FL	ESCAMBIA County	County	$129,041	
FL	FLAGLER County	County	$17,738	
FL	FLORIDA CITY City	Municipal	$24,314	
FL	FORT MYERS City	Municipal	$44,273	
FL	FORT PIERCE City	Municipal	$22,468	
FL	GREENACRES City	Municipal	$10,672	
FL	HERNANDO County	County	$39,081	
FL	HIALEAH City	Municipal	$38,187	
FL	HIGHLANDS County	County	$18,344	
FL	HILLSBOROUGH County	County	$160,998	
FL	HOMESTEAD City	Municipal	$59,040	
FL	INDIAN RIVER County	County	$10,845	
FL	JACKSONVILLE BEACH City	Municipal	$11,104	
FL	JACKSONVILLE City	Municipal	$510,251	
FL	KISSIMMEE City	Municipal	$29,938	
FL	LAKE CITY City	Municipal	$14,479	
FL	LAKE County	County	$40,985	
FL	LAKE WORTH BEACH City	Municipal	$27,573	
FL	LAKELAND City	Municipal	$26,362	
FL	LARGO City	Municipal	$26,420	
FL	LEE County	County	$114,187	
FL	LEESBURG City	Municipal	$11,854	
FL	MANATEE County	County	$120,475	
FL	MARION County	County	$65,386	
FL	MARTIN County	County	$24,141	
FL	MELBOURNE City	Municipal	$55,868	
FL	MIAMI BEACH City	Municipal	$68,328	
FL	MIAMI City	Municipal	$205,444	
FL	MIAMI GARDENS City	Municipal	$41,418	
FL	MIAMI-DADE County	County	$477,515	
FL	MONROE County	County	$13,325	
FL	NASSAU County	County	$11,825	
FL	NEW PORT RICHEY City	Municipal	$10,672	
FL	NORTH MIAMI BEACH City	Municipal	$24,458	
FL	NORTH MIAMI City	Municipal	$41,129	
FL	OCALA City	Municipal	$31,034	
FL	OCOEE City	Municipal	$12,950	
FL	OKALOOSA County	County	$44,360	
FL	OPA-LOCKA City	Municipal	$29,967	
FL	ORANGE County	County	$273,714	
FL	ORLANDO City	Municipal	$209,915	
FL	ORMOND BEACH City	Municipal	$10,758	
FL	OSCEOLA County	County	$63,886	
FL	PALM BAY City	Municipal	$38,043	
FL	PALM BEACH County	County	$118,888	
FL	PALM SPRINGS Village	Municipal	$16,584	
FL	PANAMA CITY BEACH City	Municipal	$10,787	
FL	PANAMA CITY City	Municipal	$21,343	
FL	PASCO County	County	$126,243	

FL	PENSACOLA City	Municipal	$16,469	
FL	PINELLAS PARK City	Municipal	$11,854	
FL	PLANT CITY City	Municipal	$16,584	
FL	POLK County	County	$116,379	
FL	PORT ST LUCIE City	Municipal	$22,324	
FL	RIVIERA BEACH City	Municipal	$31,352	
FL	SANFORD City	Municipal	$32,102	
FL	SANTA ROSA County	County	$20,824	
FL	SARASOTA City	Municipal	$30,054	
FL	SARASOTA County	County	$32,909	
FL	SEMINOLE County	County	$32,073	
FL	ST CLOUD City	Municipal	$11,306	
FL	ST LUCIE County	County	$29,592	
FL	SUMTER County	County	$12,950	
FL	SUWANNEE County	County	$12,027	
FL	TAMPA City	Municipal	$168,238	
FL	TITUSVILLE City	Municipal	$18,863	
FL	VOLUSIA County	County	$56,531	
FL	WALTON County	County	$10,181	
FL	WEST PALM BEACH City	Municipal	$73,346	
FL	WINTER GARDEN City	Municipal	$14,104	
FL	WINTER HAVEN City	Municipal	$14,421	

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula

Grants.gov Funding Opportunity Number: O-BJA-2026-172705

Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **October 9, 2026, by 11:59 p.m. ET**
2. Submit full application in JustGrants: **October 16, 2026, by 8:59 p.m. ET**

Bureau of Justice Assistance
U.S. Department of Justice

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1. BASIC INFORMATION

Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

This is a notice of funding opportunity (NOFO) for the **BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula**. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

See the Eligible Applicants section for eligibility details.

Funding Details

Announcement Type	Initial
Assistance Listing Number	16.738
Statutory Authority	Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Grants.gov Opportunity Number	O-BJA-2026-172705
Expected Total Amount of Funding	Up to $96,518,469
Anticipated Number of Awards	1,190
Award Type(s)	Grants
Anticipated Award Amount	Up to $4,964,030
Expected Award Period(s)	24 months (awards less than $25,000) or 48 months (awards $25,000 or more) starting on October 1, 2025

Key Dates and Times

NOFO Release Date	August 25, 2026
SAM.gov Registration/Renewal	Begin the process by September 1, 2026, and no later than September 9, 2026
Step 1: Grants.gov Deadline	11:59 p.m. ET on October 9, 2026
Step 2: JustGrants Deadline	8:59 p.m. ET on October 16, 2026

See Questions? at the end of this NOFO for agency contact information.

2. ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply are:

Government Entities

- County governments
- City or township governments
- Special district governments
- Native American tribal governments (federally recognized)

Other

- Other units of local government

"Other" Entities Definition:

- By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocations page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (*i.e.,* not listed in the allocation charts) will not be accepted for funding.

Cost Sharing (Match) Requirement: This NOFO does **not** require cost sharing (match).

3. PROGRAM DESCRIPTION

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP's priorities include:

a. Directly supporting law enforcement operations (including immigration law enforcement operations);
b. Combatting violent crime;
c. Supporting services to American citizens;
d. Protecting American children; and
e. Supporting American victims of trafficking and sexual assault.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal,

state, local, tribal, and territorial law enforcement. BJA encourages state and local recipients of FY 2026 JAG funding to join federal law enforcement agencies in addressing the following challenges.

Combating Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations.

Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violent crime reduction projects, including the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations, and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI); the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF); the Drug Enforcement Administration; the United States Marshals Service; and the Department of Homeland Security. Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS), as well as to interrupt drug cartels' use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, entering into and fully participating in a 287(g) partnership and/or a Homeland Security Task Force, honoring detainers, protecting critical infrastructures, and information/intelligence problems).

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Unallowable Activities: The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 "Unallowable Costs" ("Legal Services for Aliens"), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY 2026 Local JAG Allocations are listed on the JAG Allocations website, with separate lists for each state. According to the JAG Program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** See the JAG FAQs for more information on the requirements for disparate groups.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and it prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a state or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply.

Goals and Objectives of This Funding Opportunity

Goal: Improve the administration of the criminal justice system.

- **Objective 1:** Provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.
- **Objective 2:** Assist units of local government with their criminal justice needs.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the Performance Reports section below.

Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the Application Resource Guide for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients do not need to submit any deliverables other than the standard items in the Post-Award Requirements and Administration section.

Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving Program Goals and Objectives. Read information on performance reporting.

Award recipients will receive further guidance on post award reporting requirements.

4. APPLICATION CONTENTS AND FORMAT

Application Contents List

The table below lists the contents for your application. Refer to the DOJ Grant Application Submission Checklist for application instructions.

Application Item	Submission Type
Step 1: Grants.gov	
Application for Federal Assistance: SF-424	Online Form
Step 2: JustGrants	
Standard Applicant Information	Online Form
Proposal Abstract	Text Box
Data Requested With Application • Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) • JAG Survey	Online Form
Proposal Narrative	Attachment
Budget	Attachment
Other Budget/Financial Attachments • Indirect Cost Rate Agreement (if applicable) • Consultant Rate (if applicable)	Attachment
Additional Application Components • Certifications and Assurances by the Chief Executive of the Applicant Government • BWC Policy Certification (if applicable) • Body Armor Mandatory Wear Certification (if applicable) • Extreme Risk Protection Order (ERPO) Certification (if applicable) • Prohibited Expenditure Waiver Request (if applicable) • Unmanned Aircraft System (UAS) Certification (if applicable) • Counter-UAS Certification (if applicable)	Attachment

Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

- The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

1. To initiate the survey, click on the survey title to open.
2. When you have completed the survey, click the "Finish" button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
3. To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
4. The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select

"Refresh." The status of your completed survey will change to "Resolved—Completed."

5. To verify responses to a completed survey, click the survey title to reopen it and view your saved responses.
6. To change and/or update responses to a completed survey, click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants.

Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

1. Description of the Need: What critical issue or problem do you propose to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.

2. Project Design and Implementation: How will you implement project activities that meet the project goals and objectives? Please include the following:

- Describe how JAG funds will be coordinated with state and related justice funds.
- Provide description of the programs to be funded over the grant period, to include any subawards.

3. Capabilities and Competencies: What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Reports for additional details on performance measures for this funding opportunity.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance on project evaluations.

Budget and Associated Documentation

Budget

Use the Budget Detail Separate Attachment (attach file in JustGrants) to submit the budget. Read information on budget preparation and JustGrants Application Submission Training.

- List each cost needed to implement the project under the appropriate cost category.

- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.[1]

The following information specific to this funding opportunity will help you develop your project budget:

- In addition to the instructions above, Local JAG applicants must include in the budget worksheet the following:
- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line-item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively, separate budget attachments for each partner of unit of local government are acceptable.
- Funding restrictions—JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

  Additional restrictions apply to certain costs or activities, to include but not limited to:

  - Administrative costs
  - Prohibited items per 34 U.S.C. § 10152, absent a waiver
  - UAS and C-UAS
  - Body Armor
  - Body Worn Cameras
  - ERPO activities
  - DNA Testing of Evidentiary Materials

Please refer to the JAG Frequently Asked Questions for more information.

Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about indirect costs.
- **Consultant Rate (if applicable):** Read information on limits to consultant rates and

[1] See 2 C.F.R. Part 200, Subpart E and the DOJ Grants Financial Guide. Read information on unallowable costs that apply to all funding opportunities.

whether you need to request approval to exceed those limits.

Additional Application Components

Attach these in JustGrants:

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** Found at: https://bja.ojp.gov/program/jag/certifications-assurances. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2).
- **Body-Worn Camera (BWC) Policy Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for a BWC project.
- **Body Armor Mandatory Wear Certification (if applicable)**: Only required if the direct recipient will be using JAG funds for body armor.
- Extreme Risk Protection Order (ERPO) Certification (if applicable): Only required if JAG funds will be used for an ERPO program.
- **Prohibited Expenditure Waiver Request (if applicable)**: Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request.
- **Unmanned Aircraft System (UAS) Certification (if applicable)**: Only required if a JAG application will include costs for UAS in the budget.
- **Counter-UAS Certification (if applicable)**: Only required if a JAG application will include costs for C-UAS in the budget.

Refer to the JAG Frequently Asked Questions for more information on these attachments. If a required attachment is missing from an eligible JAG application, OJP will issue an award agreement, but funds may be withheld until it is provided.

Disclosures and Assurances

Read the disclosures and assurances and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- DOJ Certifications
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

5. SUBMISSION REQUIREMENTS AND DEADLINES

The DOJ Grant Application Submission Checklist provides instructions for how to submit you application by the deadlines. Executive Order (E.O.) 12372 (Intergovernmental Review of Federal Programs) does apply to this funding opportunity: read the Application Resource Guide for details. Read OJP's policy for applicants to request late submission due to technical difficulties, severe weather, or natural or manmade disasters.

6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the Application Resource Guide for information on the application review process for formula grants, including risk review, and the deciding official.

7. AWARD NOTICES

Read about the award notification process.

8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the Application Resource Guide for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

9. QUESTIONS?

NOFO Contact	Name: OJP Response Center Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only) Email: OJP.ResponseCenter@usdoj.gov Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday
SAM.gov Help Desk	Website: sam.gov/help Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)
Grants.gov Help Desk	Phone: 800-518-4726 Email: support@grants.gov Website: grants.gov/support Hours: 24 hours a day, 7 days a week (closed federal holidays)
JustGrants Help Desk	Phone: 833-872-5175 Email: JustGrants.Support@usdoj.gov Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: Bryan Stillwell	**PROJECT MANAGER:** Susan L. Lambert
NAME OF GRANT: FY 26 Edward Byrne Memorial Justice JAG Grant	
CFDA#/CFSA# 16.738	**FUNDING AGENCY:** BJA/DOJ
AMOUNT REQUESTED: $18,661	**GRANT DUE DATE:** 10/09 & 10/16/2026

PROJECT DESCRIPTION:

The City of Cocoa will utilize JAG funds to support technology improvements and law enforcement equipment essential to public safety operations. Specifically, the City will use this funding for a planned expansion of its security camera program by requesting grant funding for additional Verkada or similar camera systems. These cameras will be placed in strategic locations throughout the city to help combat violent crime and directly support law enforcement operations as part of our ongoing violent crime reduction initiatives. If awarded, this grant will provide funding for the cameras that would otherwise be funded through General Fund.

MATCH REQUIRED: NO **(IF YES, HOW MUCH:)**	**TARGET DATE TO COUNCIL:** 9/22/2026
REIMBURSEMENT GRANT: YES	**REIMBURSEMENT SCHEDULE:** Upon Request

WHAT ARE THE REPORTING REQUIREMENTS:

1. Quarterly Financial Reports.
2. Quarterly, semi-annual OR annual performance reports.
3. Annual audit report.

FUTURE REQUIREMENTS TO CONSIDER:

Future requirements will be for cellular gateway similar to other city cameras at a monthly cost of $32.00 per month per camera. Total annual $384.00.

9/17/26 11:52:17 AM
Department Director

Gregory Browder
Digitally signed by Gregory Browder
DN: cn=Gregory Browder, ou=CH
Date: 2026.09.17 12:07:21 -04'00'
Grants Administrator

Samantha Senger
Digitally signed by Samantha Senger
Date: 2026.09.17 13:01:39 -04'00'
Economic Development Director

Rebecca Bowman
Digitally signed by Rebecca Bowman
DN: cn=Rebecca Bowman, ou=CH
Date: 2026.09.17 13:25:39 -04'00'
Finance Director

APPROVED
By SWhitten on SEPTEMBER 17, 2026 4:44 PM
City Manager

CITY COUNCIL AGENDA ITEM

Memo Date:	September 17, 2026
Agenda Date:	September 22, 2026
File ID:	2026-827
Prepared By:	Gregory Browder
Through:	Samantha Senger, Communications & Economic Development Director
Requested Action:	Council approval to apply for a BJA FY2026 Body-Worn Camera and Implementation Policy Program (BWCPIP) in the amount of $140,000 for body-worn cameras.

BACKGROUND:

BJA FY 2026 Body-Worn Camera Policy and Implementation Program (BWCPIP) is to Support Law Enforcement Agencies. This opportunity supports publicly funded law enforcement and correctional agencies for the purchase or lease of body-worn cameras (BWCs) and the development of comprehensive BWC programs. Funding will be used for the purchase of Body Worn Cameras beginning in FY27 when the current agreement expires. The grant will pay up to $2,000 per camera for the three year period with a 50% match. This grant will provide for replacement of 60 upgraded cameras and an additional 10 cameras.

All award recipients will be required to submit the following reports and data: Quarterly financial reports; -Quarterly, semi-annual, OR annual performance reports; -Final financial and performance reports; -If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions

Current BWC agreement expires at the end of FY26. Grant will assist with purchase and maintenance of BWCs for new agreement beginning in FY27. Additional cost to the general fund is 10 additional cameras and the cost of upgraded equipment.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgetd: No
Requested amount: $140,000
Match: 50%
Staff will prepare an agenda item to budget for the grant & accept the grant, if awarded, at a later date.

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to apply for a BJA FY2026 Body-Worn Camera and Implementation Policy Program (BWCPIP) in the amount of $140,000 for body-worn cameras.

INTERNAL GRANT APPLICATION FORM

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

DEPARTMENT: Police	**DIVISION:** 2100
POINT OF CONTACT: William Mills	**PROJECT MANAGER:** Susan Lambert
NAME OF GRANT: FY26 BWC Policy and Implementation Program to Support LEA	
CFDA#/CFSA# N/A	**FUNDING AGENCY:** DOJ
AMOUNT REQUESTED: $140,000.00	**GRANT DUE DATE:** 10-02-26

PROJECT DESCRIPTION:

BJA FY 2026 Body-Worn Camera Policy and Implementation Program (BWCPIP) is to Support Law Enforcement Agencies. This opportunity supports publicly funded law enforcement and correctional agencies for the purchase or lease of body-worn cameras (BWCs) and the development of comprehensive BWC programs. Funding will be used for the purchase of Body Worn Cameras beginning in FY27 when the current agreement expires. The grant will pay up to $2,000 per camera for the three year period with a 50% match. This grant will provide for replacement of 60 upgraded cameras and an addtional 10 cameras.

MATCH REQUIRED: YES	**TARGET DATE TO COUNCIL:**
(IF YES, HOW MUCH:) 50%	09-22-26
REIMBURSEMENT GRANT: NO	**REIMBURSEMENT SCHEDULE:** N/A

WHAT ARE THE REPORTING REOUIREMENTS:

All award recipients will be required to submit the following reports and data:
Quarterly financial reports; -Quarterly, semi-annual, OR annual performance reports; -Final financial and performance reports; -If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions

FUTURE REOUIREMENTS TO CONSIDER:

Current BWC agreement expires at the end of FY26. Grant will assist with purchase and maintenance of BWCs for new agreement beginning in FY27. Only future funding obligations would be any additional cost associated with new agreement.

9/16/26 1:44:41 PM
Department Director

Gregory Browder
Digitally signed by Gregory Browder
DN: cn=Gregory Browder, ou=CH
Date: 2026.09.16 15:16:12 -04'00'
Grants Administrator

Samantha Senger
Digitally signed by Samantha Senger
Date: 2026.09.16 15:26:03 -04'00'
Economic Development Director

Rebecca Bowman
Digitally signed by Rebecca Bowman
DN: cn=Rebecca Bowman, ou=CH
Date: 2026.09.18 10:13:34 -04'00'
Finance Director

APPROVED
By SWhitten on SEPTEMBER 18, 2026 11:14 AM
City Manager

APPROVED
By SWhitten on SEPTEMBER 18, 2026 11:14 AM

CITY COUNCIL AGENDA ITEM

Memo Date:	September 9, 2026
Agenda Date:	September 22, 2026
File ID:	2026-806
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director
Requested Action:	Approve a resolution amending the FY 2026 budget, BAF 26-102-A, for additional funding for fire operations overtime to get through year-end.

BACKGROUND:

Fire overtime was budgeted at $300,000 for FY26 funded by recurring revenue sources. Fire overtime was given an additional $431,805 in March based on the projections at the time, utilizing cost savings from vacant positions. The additional budget provided is now insufficient and an additional $60,694 is required for overtime and regular salaries in order to ensure the personal services category does not go negative in compliance with the Financial Operations Manual (FOM)'s Budget Policies and Procedures. The current balance of the fire overtime cost for FY26 at this time is $769,024. The other salary accounts may also need additional funding at year-end from other recurring sources during the year-end cleanup.

PRIORITY AREA CONNECTION:

Organizational Effectiveness
Public Safety/Community Standards

BUDGETARY IMPACT:

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

Source/Use of Funds

Account Number	Amount
001-0000-325.22-01	$ 17,277
001-0000-325.22-04	$ 43,417
001-2201-522.14-00	$ 60,694

PREVIOUS ACTION:

Fire overtime was given additional funding for overtime on the mid-year cleanup that went to council on Agenda 2026-225 at the March 30th council meeting.

RECOMMENDED MOTION:

Approve a resolution amending the FY 2026 budget, BAF 26-102-A, for additional

funding for fire operations overtime to get through year-end.

RESOLUTION NO. 2026-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 22nd day of September 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 102-A-FN

Select Adjustment Type: Budget Amendment | Requesting Department #: 1505-Budget | Date Prepared: 9/9/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 17,277	001-0000-325.22-01	FIRE PROTECTION / FIRE ASSESSMENT	$ 3,782,096	$ 3,799,373	
$ 43,417	001-0000-325.22-04	FIRE PROTECTION / F ASSMNT TAX CERTS	$ 140,000	$ 183,417	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 60,694	**Total**				

Expense Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 60,694	001-2201-522.14-00	FIRE CONTROL / OVERTIME	$ 731,805	$ 792,499	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 60,694	**Total**				

Reason/Justification for Adjustment:

To bring the budgeted revenues up to their current actual in order to give additional budget to the fire overtime account. in order to prevent the Category from going negative before the year end cleanup.
Agenda# 2026-806

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-076

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.09.09 10:08:25 -04'00'
Requestor's Signature

Rebecca Bowman — Digitally signed by Rebecca Bowman, DN: cn=Rebecca Bowman, ou=CH, Date: 2026.09.09 18:23:16 -04'00'
Finance Approval Signature

Finance Director's Signature

Rebecca Bowman — Digitally signed by Rebecca Bowman, DN: cn=Rebecca Bowman, ou=CH, Date: 2026.09.09 18:23:04 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.09.10 16:26:15 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	September 8, 2026
Agenda Date:	September 22, 2026
File ID:	2026-799
Prepared By:	Susan Lambert, Police Administrative Technician
Through:	Evander Collier, Police Chief
Requested Action:	Council Approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Brian Delos Santos and Approve a Resolution Amending the FY2026 budget, BAF#26-101-A, in the amount of $6,000.

BACKGROUND:

Officer Brian Delos Santos would like to donate a German Shepard to the City of Cocoa Police Department for use as a police K-9. This is an replacement K-9 officer for Cocoa Police Department. The Cocoa Police Department would use this K-9 for day to day operations by officers and investigators in addition to being used during special operations. In addition to signing the Hold Harmless agreement, Officer Delos Santos will provide the City with both previous and current medical records on the canine. For accounting purposes this donation will be valued at $6,000 therefore an adjustment to the budget will be required under BAF 26-101-A.

PRIORITY AREA CONNECTION:

Public Safety/Community Standards

BUDGETARY IMPACT:

Budgeted? No
If not budgeted, is amendment / transfer attached? Yes BAF 26-101-A

Amount Requested $6,000
Account Number 001-0000-366.10-10
Account Name Contributions for Canines
Operating Account: 001-2100-521.52-00, Project PD14K9

The Police Department will absorb the costs for Police Canine, Lexa, under its current budget for FY2027.

PREVIOUS ACTION:

Council previously approved a similar item under agenda 24-111.

RECOMMENDED MOTION:

Council Approval for the City of Cocoa to accept the donation of a German Shepard to be used in patrol K-9 for tracking, narcotics searches, and apprehensions by the Cocoa Police Department, to allow the City Manager to sign the Waiver of Liability and Hold Harmless Agreement between the City of Cocoa and Officer Brian Delos Santos and Approve a Resolution Amending the FY2026 budget, BAF#26-101-A, in the amount of $6,000..

WAIVER OF LIABILTY AND HOLD HARMLESS AGREEMENT

FOR

Donation of Police Canine to City of Cocoa Police Department

1. In consideration of the donation of the Canine **Lexa** on behalf of the City of Cocoa Police Department I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO HOLD RESPONSIBLE **Brian Delos Santos** from any and all liability, claims, demands, actions, including court costs and attorney fees, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be caused by the Canine **Lexa** whether in the line of duty or that may arise while off duty, to any person(s) or property.

2. As a result of the donation of said canines, the City of Cocoa, Brevard County, Florida and the Cocoa Police Department do VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, or any loss or damage of property, that may be caused by or resulting from the donated canine **Lexa**, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

3. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and compete consideration fully intending to be bound by same.

_____ _____

Signature and Position Date

_____

Printed Name

Sworn to or affirmed and subscribed before me this _____ day of _____ 20_____ by _____ who is personally known to me or who has produced _____ (type of identification and ID#)

_____ _____

Signature of Notary Printed name of Notary

Notary official stamp/Commission Expiration_____

City of Cocoa Police Department
1226 W King St. • Cocoa, FL 32922
PHONE: (321) 639-7620
FAX: (321) 433-8685
www.CocoaPolice.com

This letter will serve as Official Notification that I, Officer Brian Delos Santos ID# 6082, will donate a working line German Shepherd Dog, named Lexa Delos Santos, to the City of Cocoa. The cost to the City of Cocoa for this donation is $0.00. The purpose of this donation is for Lexa Delos Santos to serve with the Cocoa Police Department K9 Unit.

Officer Delos Santos will retain breeding rights to Lexa. Upon Lexa and / or Officer Delos Santos' retirement, the City of Cocoa will donate Lexa back to Officer Delos Santos for $0.00.

Lexa and I are looking forward to serving the City of Cocoa with pride and integrity.

Respectfully,

Officer Brian Delos Santos ID # 6082

RESOLUTION NO. 2026-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 22nd day of September 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY 2026- 101-A

Select Adjustment Type: Budget Amendment | Requesting Department #: 2100 | Date Prepared: 9/8/26

Revenue Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 6,000	001-0000-366.10-10	Contributions for K9		$ 6,000	PD14K9
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 6,000 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 6,000	001-2100-521.52-00	Law Enforcement/Operating	$ 349,612	$ 355,612	PD14K9
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 6,000 Total					

Reason/Justification for Adjustment:

A donation of a Police Canine was made in the amount of $6,000 to the Police Department and the budget needs to be amended to accept the donation. Agenda item 26-799. Agenda date 9-22-2026.

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-078

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Susan Lambert — Digitally signed by Susan Lambert, DN: cn=Susan Lambert, ou=PD, email=slambert@cocoapolice.com, Date: 2026.09.08 11:39:01 -04'00'	Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.09.09 15:49:07 -04'00'	
Requestor's Signature	Finance Approval Signature	Finance Director's Signature
9/9/26 12:20:08 PM	Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.09.10 16:33:03 -04'00'	
Department Director's Signature	Deputy Finance Director's Signature	City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	August 25, 2026
Agenda Date:	September 22, 2026
File ID:	2026-764
Prepared By:	Joshua Frary
Through:	John Walsh, Utilities Director
Requested Action:	To Authorize the City Manager to sign/execute the Florida Department of Environmental Protection(FDEP) Water Quality Grant Agreement #LG032 for partial funding of the Indian River Gravity Main Extension Project (Zone J & K Septic to Sewer); Approve Resolution amending the FY26 Budget, BAF 2026-091-A, accepting the grant.

BACKGROUND:

The Indian River Drive area has been identified by the Basin Management Action Plan (BMAP) and Save Our Indian River Lagoon (SOIRL) as a key area to reduce nutrient loadings to the Indian River Lagoon. As part of the SOIRL project, a study was commissioned by Brevard County to identify the major causes of pollutants, like traditional septic tanks draining into the Indian River Lagoon and identify acceptable approaches and projects for improving the lagoon. Two areas within the City of Cocoa along Indian River Drive known as "J" and "K" were identified as areas requiring improvement. The two areas have been designed by the City of Cocoa as a septic to sewer project as a solution to eliminate existing septic systems in the designated areas.

The City previously applied for a grant through the Florida Department of Environmental Protection to help fund the construction portion of the project. The application was successful and Staff is requesting approval to authorize the City Manager to execute Grant Agreement LG032 through the Florida Department of Environmental Protection in the amount of $5,296,826.00.

PRIORITY AREA CONNECTION:

Investment in Public Infrastructure

BUDGETARY IMPACT:

Budgeted? No
Amendment Attached
BAF 2026-091-A
Contract# LG032

Account	Amount	
430-0000-334.35-03	$5,296,826	Project GRJKWQ
430-4120-536.63-44	$5,296,826	Project GRJKWQ

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
To Authorize the City Manager to sign/execute the Florida Department of Environmental Protection(FDEP) Water Quality Grant Agreement #LG032 for partial funding of the Indian River Gravity Main Extension Project (Zone J & K Septic to Sewer); Approve Resolution amending the FY26 Budget, BAF 2026-091-A, accepting the grant.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Cocoa Areas J and K Septic to Sewer Project**

Agreement Number: **LG032**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Cocoa**

Entity Type: **Local Government**

Grantee Address: **65 Stone St Cocoa, Florida 32922 United States**

FEID: **59-6000292**

(Grantee)

3. Agreement Begin Date: **July 1, 2025**

Date of Expiration: **November 30, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (28.3809, -80.7363)**

Project Description: **The Grantee will construct a gravity sewer for the elimination of septic tanks that contribute phosphorus and nitrogen to the Indian River Lagoon.**

5. Total Amount of Funding: **$ 5,296,826.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**IRL WQIG, GAA LI 1555, FY 25-26, WPSPTF**	$ **5,296,826.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **5,296,826.00**

6. Department's Grant Manager

Name: **Benjamin Morrow** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2086**

Email: **Benjamin.Morrow@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Josh Frary** or successor

Address: **City of Cocoa**
351 Shearer Boulevard
City of Cocoa, FL 32922

Phone: **321-433-8669**

Email: **JFrary@Cocoafl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☒ Additional Exhibits (if necessary): **Exhibit J-OSTDS Data Collection Tool**	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Cocoa **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Stockton Whitten, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Benjamin Morrow, DEP Grant Manager

_____

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LG032

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the Cocoa Areas J and K Septic to Sewer Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity.
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Cocoa Areas J and K Septic to Sewer Project

PROJECT LOCATION: The Project will be located in the City of Cocoa within Brevard County; Lat/Long (28.3809, -80.7363).

PROJECT BACKGROUND: The elimination of nitrogen loading to the Indian River Lagoon has significant environmental benefits that will help improve the water quality of the lagoon and contribute to restore the health of seagrasses and fish. The City of Cocoa (Grantee) will connect Areas J and K to central sewer with two phases. Phase 1 will consist of the complete construction of new gravity sewer pipe and manholes and connections for the elimination of septic tanks that contribute nitrogen to the Indian River Lagoon, all within the public right of way. Phase 2 will be the private infrastructure improvements that will need to occur on private property of the homeowners to connect and will be funded separately and occur sequentially after Phase 1 is complete.

PROJECT DESCRIPTION: The Grantee will implement Phase 1 of the Cocoa Areas J and K Septic to Sewer Project and construct a gravity sewer for the elimination of septic tanks that contribute phosphorus and nitrogen to the Indian River Lagoon.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $5,296,826.00 from the City of Cocoa. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of Cocoa Areas J and K Septic to Sewer Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct the Cocoa Areas J and K Septic to Sewer Project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task. Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 2) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 3) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Project Management

Deliverables: The Grantee will provide project management services related to the Cocoa Areas J and K Septic to Sewer Project, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field

engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$17,500	07/01/2025	11/30/2027
2	Bidding and Contractor Selection	Contractual Services	$7,500	07/01/2025	12/31/2027
3	Construction	Contractual Services	$4,771,826	07/01/2025	05/31/2029
4	Project Management	Contractual Services	$500,000	07/01/2025	05/31/2029
		Total:	$5,296,826		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2025 - 2026	37.039	Statewide Water Quality Restoration Projects - LI 1555	$5,296,826.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$5,296,826.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit J
OSTDS/EHD Grants Data Collection Tool

The current **OSTDS/EHD Grants Data Collection Tool** for this grant can be found on the Department's website at this link:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/

This tool shall be used for grant agreements for construction of septic to sewer, septic upgrades, sewer extension, other sewer system improvements or for connection to central sewer to collect parcel-level data identifying collection system extensions; lift stations and other infrastructure associated. This requirement will be listed in the Deliverables section of the grant work plan if it is required.

The User Guide for this tool can be found here:

https://experience.arcgis.com/experience/a68fffc3004f4c53b7de40ceda3842f8/page/User-Guide

RESOLUTION NO. 2026-079

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Cocoa adopted the final budget for the fiscal year commencing on October 1, 2025, and ending on September 30, 2026, at a Special meeting held on September 16, 2025; and

WHEREAS, in accordance with Article XII, Section 5 of the City of Cocoa Charter, whereby the Council may, at any time by resolution, transfer any unused and unencumbered appropriation or portion thereof from one office or department to another; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa to amend its budget as provided in this resolution.

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

SECTION 1. The 2025-2026 fiscal year budget shall be amended as detailed in the attached sheets.

SECTION 2. All prior resolutions or prior resolutions inconsistent with this resolution are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular meeting assembled on the 22nd day of September 2026.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Monica Arsenault, City Clerk

City of Cocoa Budget Adjustment Form FY2026- 091-A

Select Adjustment Type: Budget Amendment

Requesting Department #: 4050-Engineering Date Prepared: 9/1/26

From Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 5,296,826	430-0000-334.35-03	SEWER/WASTEWATER / FDEP - LG032		$ 5,296,826	GRJKWQ
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 5,296,826 Total					

To Accounts'

Adjusting Amount	Account Number	Account Name	Current Budget	Adjusted Budget	Project Number
$ 5,296,826	430-4120-536.63-44	INFRASTRUCTURE / FDEP - LG032		$ 5,296,826	GRJKWQ
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
				$ 0	
$ 5,296,826 Total					

Reason/Justification for Adjustment:

To accept the FDEP - Water Quality Improvement grant. Contract #LG032 $5,296,826 million award for "Septic to Sewer Areas 'J' and 'K'"
Agenda# 2026-764

City Council Approval Needed? Yes: (●) No: ( ) **Date Approved:** **Resolution #:** 2026-079

*~*City Council Approval needed for transfers greater than $75,000 or transfers between departments/funds. All CRA adjustments must go to their respective boards.*

Joshua Frary — Digitally signed by Joshua Frary, DN: cn=Joshua Frary, ou=Utilities, email=Jfrary@cocoafl.org, Date: 2026.09.08 14:28:58 -04'00'
Requestor's Signature

Zoie Badalov — Digitally signed by Zoie Badalov, DN: cn=Zoie Badalov, ou=CH, email=zbadalov@cocoafl.gov, Date: 2026.09.11 14:02:58 -04'00'
Finance Approval Signature

Finance Director's Signature

John "Jack" Walsh — Digitally signed by John "Jack" Walsh, DN: cn=John "Jack" Walsh, ou=Utilities, email=jwalsh@cocoafl.gov, Date: 2026.09.08 14:43:12 -04'00'
Department Director's Signature

Christi Grant — Digitally signed by Christi Grant, DN: cn=Christi Grant, ou=CH, Date: 2026.09.15 18:07:49 -04'00'
Deputy Finance Director's Signature

City Manager's Signature

FINANCE USE ONLY:

Date Entered: Entered By: Group #:

CITY COUNCIL AGENDA ITEM

Memo Date:	September 8, 2026
Agenda Date:	September 22, 2026
File ID:	2026-800
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	None

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 2026 through August 31st, 2026.

Section 5. — Appropriations.

(a) Appropriations for expenditures shall be established by the budget, and from the effective date of the budget, the various amounts stated therein as proposed expenditures shall be and become appropriated for the various objects and purposes set forth in the budget.

(b) At any time during the fiscal year, the city council may, by resolution, transfer part or all of the unencumbered appropriation balance from one department or major organizational unit to the appropriation for other departments or major organizational units. The city manager may transfer part or all of any unencumbered appropriation balances among programs within a department or organizational unit and shall report such transfers to the city council in writing in a timely manner. The monetary amount of the city manager's transfer authority shall be established by the city council by resolution.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
10/14/2025	001-0000-337.70-01	$30,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075	236
	001-0000-389.99-50	$285,000		
10/28/2025	001-0000-389.99-50	$99,539	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-078	
11/01/2025	001-0000-389.99-50	$2,763,769	PO ROLL RESOLUTION# 2025-089	
12/09/2025	001-0000-381.91-07	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
	001-0000-381.91-21	$77,416		
	001-0000-381.91-23	$7,293		
	001-0000-389.99-50	$92,563		
12/15/2025	001-0000-381.91-10	$88,000	CCRA POLICE OVERTIME RESOLUTION# 2025-095	
	001-0000-389.99-50	$372,871	MYRA TRAIN DISTRICT PLAN RESOLUTION# 2025-090	
	001-0000-389.99-50	$32,000	TRAIN DIST PLAN CONTINGCY RESOLUTION# 2025-090	
01/13/2026	001-0000-389.99-50	$967,566	CAPITAL ROLL RESOLUTION# 2026-004	
02/10/2026	001-0000-389.99-50	$5,716	BPV2024- GRANT MATCH RESOLUTION# 2026-009	
	001-0000-331.20-31	$5,717	BPV2024-GRANT REMAINING RESOLUTION# 2026-009	
	001-0000-381.91-04	$1,116	FY23/FY24 HOME ADMIN RESOLUTION# 2026-009	
	001-0000-389.99-50	($1,116)		
	001-0000-331.20-32	$14,012	GR2503-GRANT REMAINING RESOLUTION# 2026-009	
04/14/2026	001-0000-389.99-50	$10,222	FIRE TRAINEES TRAINING RESOLUTION#	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/14/2026			2026-026	236
	001-0000-381.91-20	$20,455	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	
	001-0000-389.99-50	($20,455)		
	001-0000-381.91-14	$5,661	POOLED INTEREST FY21-25 RESOLUTION# 2026-025	
	001-0000-389.99-50	($5,661)		
04/28/2026	001-0000-389.99-50	$60,205	AFB-2 ADDTNL FIRE TRAINEE RESOLUTION# 2026-030	
	001-0000-337.20-04	$8,529	EMS FIRE GRANT RESOLUTION# 2026-031	
	001-0000-369.90-00	$3,900	HARRY T MOORE PLAYGROUND RESOLUTION# 2026-030	
05/19/2026	001-0000-389.99-50	$10,000	BUY LAND FOR CITY USE RESOLUTION# 2026-037	
	001-0000-389.99-50	$150,000	COCOA HIGHSCHOOL DONATION RESOLUTION# 2026-037	
05/26/2026	001-0000-366.10-10	$1,139	HIGH-IMPACT DOG CRATE RESOLUTION# 2026-038	
06/09/2026	001-0000-389.99-50	$70,000	DISPATCH EQUIPMENT TXSFR RESOLUTION# 2026-045	
	001-0000-389.99-50	$657,511	OFFSET ONE-TIME COSTS RESOLUTION# 2026-041	
	001-0000-369.90-00	$143,311	OFFSET RECURRING COSTS RESOLUTION# 2026-041	
	001-0000-331.20-35	$12,902	2025 BPV GRANT AWARD RESOLUTION# 2026-044	
	001-0000-331.20-33	($4,777)	2025-2026 VOCA AWARD RESOLUTION# 2026-043	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
07/14/2026	001-0000-389.99-50	$250,000	CITY HALL HVAC - AFB RESOLUTION# 2026-049	236
	001-0000-389.99-50	$116,042	CIVIC CENTER ROOF - AFB RESOLUTION# 2026-048	
08/11/2026	001-0000-389.99-50	$155,493	NETWORK SWITCHES-CAPITAL RESOLUTION# 2026-057	
08/25/2026	001-0000-331.20-36	$18,159	15PBJA-25-GG-02953-JAGX RESOLUTION# 2026-069	
15	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$6,507,464**
15	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**GENERAL FUND**	**$6,507,464**
01/13/2026	103-0000-389.99-10	$18,010	FY25 CARRY FORWARD CDBG RESOLUTION# 2026-006	1571
	103-0000-389.99-10	$14,068	FY25 CARRY FORWARD CV RESOLUTION# 2026-006	
	103-0000-389.99-10	$45,720	FY25 CARRY FORWARD CV-3 RESOLUTION# 2026-006	
	103-0000-331.54-00	($13,913)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	
02/10/2026	103-0000-389.99-10	$14,009	FY25 PROG INCOME+INTEREST RESOLUTION# 2026-009	
04/14/2026	103-0000-381.91-08	$1,347	POOLED CASH FY22-25 RESOLUTION# 2026-025	
	103-0000-381.91-08	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$80,026**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CDBG**	**$80,026**
11/01/2025	104-0000-389.99-10	$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
02/10/2026	104-0000-389.99-10	$12,747	FY23+PRIOR CHDO CARRYFWD RESOLUTION# 2026-009	
	104-0000-389.99-10	$11,407	FY24 CHDO CARRYFORWARD RESOLUTION# 2026-009	
	104-0000-389.99-10	$1,116	FY24/FY25 ADMIN OVERAGES RESOLUTION# 2026-009	
	104-0000-389.99-10	$9,738	FY25 CHDO CARRY FORWARD RESOLUTION# 2026-009	
	104-0000-389.99-10	$176	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	
	104-0000-389.99-10	$1,121	FY25 REMAINING ADMIN RESOLUTION# 2026-009	
	104-0000-389.99-10	$48,693	FY25 1ST TIME BUY CRYFWD RESOLUTION# 2026-009	
	104-0000-389.99-10	$100,920	F23/PRIOR 1ST BUY LESS PO RESOLUTION# 2026-009	
	104-0000-331.54-00	($116)	REV FY26 PROGRAM ESTIMATE RESOLUTION# 2026-009	
	104-0000-331.54-02	($32,000)		
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$207,682**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BREVARD COUNTY HOME**	**$207,682**
11/01/2025	105-0000-389.99-10	$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815
	105-0000-389.99-10	$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	
02/10/2026	105-0000-334.90-01	$14,691	FY23 HHRP IAN/NICOLE RESOLUTION# 2026-009	
	105-0000-389.99-10	$3,634	FY23 PROGRAM INTEREST RESOLUTION# 2026-009	
	105-0000-389.99-10	$180,715	FY24 CARRYFORWARD LESS PO RESOLUTION# 2026-009	
	105-0000-334.90-01	$101	FY24 HHRP IAN/NICOLE RESOLUTION# 2026-009	
	105-0000-389.99-10	$1,658	FY24 PROGRAM INCOME RESOLUTION# 2026-009	
	105-0000-389.99-10	$7,203	FY24 PROGRAM INTEREST RESOLUTION# 2026-009	
	105-0000-389.99-10	$2,004	FY25 EXCESS ADMIN CRRYFWD RESOLUTION# 2026-009	
	105-0000-389.99-10	$133,515	FY25 HUD CARRY FORWARD RESOLUTION# 2026-009	
	105-0000-389.99-10	$303	FY25 PROG INCOME INTEREST RESOLUTION# 2026-009	
	105-0000-389.99-10	$13,729	FY25 PROGRAM INCOME RESOLUTION# 2026-009	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/10/2026	105-0000-389.99-10	$19,259	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	815
08/11/2026	105-0000-334.90-00	$5,037	ADDTL FY26/GY25 SHIP PMNT RESOLUTION# 2026-056	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$385,429**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SHIP/HOUSING ASSISTANCE**	**$385,429**
10/14/2025	107-0000-389.99-50	$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
12/09/2025	107-0000-389.99-50	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
01/13/2026	107-0000-389.99-50	$19,808	TOUGH BOOKS RESOLUTION# 2026-005	
02/10/2026	107-0000-389.99-50	$11,500	2 BLDG CODE ENF OFFICERS RESOLUTION# 2026-069	
04/28/2026	107-0000-389.99-50	$3,205	CODE OPERATIONAL COSTS RESOLUTION# 2026-030	
05/12/2026	107-0000-361.10-00	$4,000	VEHICLE LAPTOP MOUNTS RESOLUTION# 2026-035	
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$100,177**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**BUILDING PERMITS**	**$100,177**
01/13/2026	108-0000-381.91-03	$5,122	FY25 CDBG - EXCESS ADMIN RESOLUTION# 2026-006	1571
	108-0000-389.99-10	$12,888	FY25 CDBG - SEC 108 LOAN RESOLUTION#	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
01/13/2026			2026-006	1571
	108-0000-381.91-03	($13,575)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	
02/10/2026	108-0000-381.91-03	$14,009	FY25/PRIOR PROG INC + INT RESOLUTION# 2026-009	
04/14/2026	108-0000-389.99-50	$1,347	POOLED CASH FY22-25 RESOLUTION# 2026-025	
	108-0000-389.99-50	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	
08/01/2026	108-0000-389.99-10	($12,888)	20) CORRECT REVENUE ACCT JULY CLEANUP	
	108-0000-381.91-03	$12,888	20)FY25 CDBG-SEC 108 LOAN JULY CLEANUP	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$20,576**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**SEC 108 LOAN GUARANTEE**	**$20,576**
10/28/2025	110-0000-389.99-50	$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
11/01/2025	110-0000-389.99-50	$88,311	PO ROLL RESOLUTION# 2025-089	
12/01/2025	110-0000-389.99-50	$35,630	PARK SECURITY CAMERAS RES# CCRA-2025-1083	
12/15/2025	110-0000-389.99-50	$88,000	CCRA POLICE OVERTIME RES# CCRA-2025-1085	
01/13/2026	110-0000-389.99-50	$732,012	CAPITAL ROLL RESOLUTION# 2026-004	
02/02/2026	110-0000-338.00-00	($1,387,299)	COCOA TIF REV - CCRA RES# CCRA-2026-001	
	110-0000-381.91-01	$1,387,299		

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
02/04/2026	110-0000-338.00-00	($51,044)	SHORE UP COUNTY TIF REV RES# CCRA 2026-001	520
	110-0000-338.00-00	($9,388)	SHORE UP D4 PARK TIF REV RES# CCRA 2026-001	
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$1,063,521**
7	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA COCOA RDA**	**$1,063,521**
11/01/2025	111-0000-389.99-50	$8,020	PO ROLL RESOLUTION# 2025-089	815
01/13/2026	111-0000-389.99-50	$278,726	CAPITAL ROLL RESOLUTION# 2026-004	
01/26/2026	111-0000-338.00-00	($48,600)	SHORE UP COUNTY TIF REV RES# DSCRA 2026-001	
	111-0000-338.00-00	$866	SHORE UP D4 PARK TIF REV RES# DSCRA 2026-001	
02/02/2026	111-0000-338.00-00	($423,308)	COCOA TIF REV - DSCRA RES# DSCRA-2026-001	
	111-0000-381.91-01	$423,308		
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$239,012**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**CRA DIAMOND SQUARE 626**	**$239,012**
04/14/2026	130-0000-389.99-50	$5,661	POOLED INTEREST FY21-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,661**
1	**Total Budget**	**Total Budget**	**AMERICAN RESCUE PLAN FUND**	**$5,661**

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers	**Amendments/Transfers**		
12/09/2025	143-0000-389.99-50	$20,000	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$20,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**FEDERAL FORFEITURE FUND**	**$20,000**
04/14/2026	201-0000-389.99-50	$20,455	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$20,455**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**DEBT SERVICE FUND**	**$20,455**
11/18/2025	304-0000-337.30-22	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	893
	304-0000-381.91-10	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$2,989,000**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**DAY SLIPS / REVETMENT**	**$2,989,000**
11/01/2025	421-0000-389.99-50	$1,724,019	PO ROLL RESOLUTION# 2025-089	833
01/13/2026	421-0000-389.99-50	$254,245	CAPITAL ROLL RESOLUTION# 2026-004	
04/14/2026	421-0000-389.99-50	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
04/14/2026	421-0000-381.91-25	$109,208	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	833
	421-0000-389.99-50	($109,208)		
	421-0000-381.91-24	$309,271	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	
	421-0000-389.99-50	($309,271)		
06/09/2026	421-0000-389.99-50	$2,808	OFFSET ONE-TIME COSTS RESOLUTION# 2026-041	
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$5,458,906**
4	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WATER/SEWER FUND**	**$5,458,906**
11/01/2025	423-0000-389.99-50	$38,825	PO ROLL RESOLUTION# 2025-089	833
12/09/2025	423-0000-389.99-50	$7,293	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	
01/13/2026	423-0000-389.99-50	$700	CAPITAL ROLL RESOLUTION# 2026-004	
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$46,818**
3	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**STORMWATER UTILITY**	**$46,818**
10/14/2025	424-0000-389.99-50	$2,801,700	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
10/17/2025	424-0000-389.99-50	$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	
11/01/2025	424-0000-389.99-50	$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$105,720	PO#81086 CROM LLC RESOLUTION#	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025			2025-089	228
	424-0000-389.99-50	$106,454	PO#81190 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$10,568	PO#81348 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$1,016,607	PO#81414 WHARTON SMITH RESOLUTION# 2025-089	
	424-0000-389.99-50	$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$35,922	PO#82104 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$2,864,132	PO#82211 ATLANTIC DEVELOP RESOLUTION# 2025-089	
	424-0000-389.99-50	$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	
	424-0000-389.99-50	$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	
	424-0000-389.99-50	$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	
	424-0000-389.99-50	$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$8,796	PO#83276 JACOBS GROUP INC	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
11/01/2025			RESOLUTION# 2025-089	228
	424-0000-389.99-50	$433,077	PO#833825 JACOBS ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	
	424-0000-389.99-50	$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	
	424-0000-389.99-50	$262,540	PO#83951 DANUS UTILITIES RESOLUTION# 2025-089	
	424-0000-389.99-50	$619,197	PO#83998 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$281,963	PO#83999 CAROLLO ENGINEER RESOLUTION# 2025-089	
	424-0000-389.99-50	$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	
01/13/2026	424-0000-389.99-50	$23,095,116	CAPITAL ROLL RESOLUTION# 2026-004	
02/10/2026	424-0000-331.35-02	$830,440	FY25 BUDGET ROLL FEDERAL RESOLUTION# 2026-009	
	424-0000-334.35-02	$93,425	FY25 BUDGET ROLL STATE RESOLUTION# 2026-009	
04/14/2026	424-0000-381.91-21	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	
	424-0000-389.99-50	$309,271	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$40,455,582**
6	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**RENEWAL & REPLACE FUND**	**$40,455,582**
04/14/2026	425-0000-389.99-50	$109,208	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$109,208**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**W/S RESTRICTED ASSETS**	**$109,208**
11/01/2025	427-0000-389.84-00	$80,073	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
	427-0000-389.84-00	$3,844,897	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$3,924,970**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**TCR/SJR PROJECT**	**$3,924,970**
11/01/2025	520-0000-341.20-00	$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**Division 0000 Total**	**$19,358**
1	**Total Budget Amendments/Transfers**	**Total Budget Amendments/Transfers**	**WORKERS COMPENSATION FUND**	**$19,358**

42 Transfers & Amendments Between Oct 1, 2025 and Aug 31, 2026

FY 2026 BUDGET TRACKING WORKSHEET
REVENUE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	FY 2026 Total Transfer & Amendments			$61,653,845

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: Revenue Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 09/14/2026

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1000 - CITY COUNCIL					
1000 - CITY COUNCIL	08/01/2026	001-1000-511.42-00	($150)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
1	**Total Budget Amendments/Transfers**		**Division 1000 Total**	**($150)**	
1100 - CITY MANAGER'S OFFICE					
1100 - CITY MANAGER'S OFFICE	12/31/2025	001-1100-512.51-00	($68)	6) P&Z BOOK DECEMBER CLEANUP	1367
		001-1100-512.49-00	$68		
		001-1100-512.11-00	($23,825)	8) INTERIM PLANNING TECH DECEMBER CLEANUP	1367
	07/01/2026	001-1100-512.11-00	($90)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
	08/01/2026	001-1100-512.42-00	($100)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
	08/31/2026	001-1100-512.23-00	$103	12) INSURANCES SHORTFALL AUGUST CLEANUP	4781
		001-1100-512.11-00	($103)		
		001-1100-512.11-00	($3,043)	12) P&Z SALARY SHORTFALLS AUGUST CLEANUP	4781
4	**Total Budget Amendments/Transfers**		**Division 1100 Total**	**($27,058)**	
1101 - CITY CLERK					
1101 - CITY CLERK	12/01/2025	001-1101-512.54-00	$1,000	6) FLORIDA TODAY SUBSCRIP NOVEMBER CLEANUP	1084
		001-1101-512.52-00	($1,000)		
	07/01/2026	001-1101-512.23-00	$254	13)COVER SALARIES THRU YE JUNE CLEANUP	4143

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1101 - CITY CLERK	07/01/2026	001-1101-512.12-00	($254)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
2	**Total Budget Amendments/Transfers**		**Division 1101 Total**	**$0**	
1104 - PLANNING					
1104 - PLANNING	11/01/2025	001-1104-515.34-00	$260	PO# 81159 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$6,927	PO# 81204 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$5,030	PO# 81794 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$9,837	PO# 82094 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$1,516	PO# 82178 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$535	PO# 82238 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$2,020	PO# 82333 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$7,615	PO# 82531 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$5,906	PO# 82546 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$12,340	PO# 83370 INSPIRE RESOLUTION# 2025-089	815
		001-1104-515.34-00	$6,835	PO# 83475 RVI RESOLUTION#	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	11/01/2025			2025-089	
		001-1104-515.34-00	$9,093	PO# 83541 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$11,274	PO# 83549 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$10,955	PO# 83899 RVI RESOLUTION# 2025-089	815
		001-1104-515.34-00	$13,285	PO# 83933 RVI RESOLUTION# 2025-089	815
	12/31/2025	001-1104-515.21-00	$1,688	8) INTERIM PLANNING TECH DECEMBER CLEANUP	1367
		001-1104-515.24-00	$77		
		001-1104-515.12-00	$22,060		
	04/28/2026	001-1104-515.12-12	$1,716	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-1104-515.12-00	($1,716)		
		001-1104-515.12-00	($88)	COVER OVERTIME COSTS RESOLUTION# 2026-030	2875
		001-1104-515.14-00	$88		
	07/01/2026	001-1104-515.14-00	$90	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1104-515.47-00	$3,000	9) COVER P&Z SHORTFALLS JUNE CLEANUP	4143
		001-1104-515.34-00	($3,600)		
		001-1104-515.42-00	$600		
	08/31/2026	001-1104-515.14-00	$104	12) P&Z SALARY SHORTFALLS AUGUST CLEANUP	4781
		001-1104-515.12-12	$2,939		
		001-1104-515.56-15	$700	8) PLANNER CHROME BOOK AUGUST	4781

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1104 - PLANNING	08/31/2026	001-1104-515.40-00	($700)	CLEANUP	4781
5	**Total Budget Amendments/Transfers**		**Division 1104 Total**	**$130,386**	
1203 - INFORMATION TECHNOLOGY					
1203 - INFORMATION TECHNOLOGY	11/01/2025	001-1203-516.46-00	$1,014	PO#82800 EMPIRE COMPUTING RESOLUTION# 2025-089	815
		001-1203-516.55-00	$5,000	7) ESRI TRAINING OCTOBER CLEANUP	631
		001-1203-516.46-00	($5,000)		
	12/31/2025	001-1203-516.54-00	$29,290	4) INFOTECH SUBSCRIPTION DECEMBER CLEANUP	1367
		001-1203-516.46-00	($29,290)		
	01/13/2026	001-1203-516.64-15	$6,580	ONE TIME PRINTER BUYOUT RESOLUTION# 2026-004	1561
		001-1203-516.52-00	$36,229		
	01/30/2026	001-1203-517.71-30	($17,955)	1) SHORE UP PRINTER LEASE JANUARY CLEANUP	1793
		001-1203-517.72-30	$4,732		
		001-1203-516.56-15	$13,223		
		001-1203-516.11-00	($50,534)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-1203-516.12-12	$50,534		
		001-1203-516.14-00	$1,128	3) COVER OVERTIME JANUARY CLEANUP	1793
		001-1203-516.23-04	($1,128)		
	02/10/2026	001-1203-516.52-00	$35,683	VMWARE SERVICES RESOLUTION# 2026-031	1982
		001-1203-516.46-00	($35,683)		
	04/28/2026	001-1203-516.12-12	$797	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-1203-516.11-00	($797)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1203 - INFORMATION TECHNOLOGY	05/31/2026	001-1203-516.46-00	($3,112)	7) EXTRA ESRI TRAINING MAY CLEANUP	3448
		001-1203-516.55-00	$3,112		
	07/01/2026	001-1203-516.12-12	$11,160	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1203-516.23-04	($11,847)		
		001-1203-516.14-00	$687		
	08/01/2026	001-1203-516.52-00	($7,160)	5) ACCOUNT OVERAGE JULY CLEANUP	4650
		001-1203-516.41-00	$7,160		
		001-1203-516.54-00	($5,000)	5) UNEXPECTED CITY NEEDS JULY CLEANUP	4650
		001-1203-516.56-15	$5,000		
	08/11/2026	001-1203-516.56-15	$2,907	NETWORK MAINTENANCE 2MOS. RESOLUTION# 2026-057	4416
		001-1203-516.54-00	($2,907)		
		001-1203-516.64-15	$155,493	NETWORK SWITCHES-CAPITAL RESOLUTION# 2026-057	4416
	08/25/2026	001-1203-516.46-00	($10,000)	32 POLICE TOUGHBOOKS SEE 8/25 CLERK'S JOURNAL	4662
		001-1203-516.34-00	($40,000)		
	08/31/2026	001-1203-516.31-00	($15,523)	1) THIN CLIENTS AUGUST CLEANUP	4781
		001-1203-516.46-00	($2,782)		
		001-1203-516.56-15	$20,338		
		001-1203-516.54-00	($2,033)		
		001-1203-516.11-00	($543)	12) IT OVERTIME AUGUST CLEANUP	4781
		001-1203-516.14-00	$543		
12	**Total Budget Amendments/Transfers**		**Division 1203 Total**	**$149,316**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1300 - HUMAN RESOURCES					
1300 - HUMAN RESOURCES	04/28/2026	001-1300-513.64-00	($12)	CRASH REPORT REQUEST RESOLUTION# 2026-030	2875
		001-1300-513.49-00	$12		
	08/01/2026	001-1300-513.42-00	($700)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
	08/31/2026	001-1300-513.64-00	($260)	11) NEW COMPUTER MONITOR AUGUST CLEANUP	4781
		001-1300-513.56-15	$260		
		001-1300-513.13-00	$12,805	11) SR HR COORD IN DROP AUGUST CLEANUP	4781
		001-1300-513.12-00	($12,805)		
3	**Total Budget Amendments/Transfers**		**Division 1300 Total**	**($700)**	
1500 - FINANCE GENERAL ACCOUNTNG					
1500 - FINANCE GENERAL ACCOUNTNG	07/01/2026	001-1500-513.14-00	$749	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-1500-513.13-00	($21,407)		
		001-1500-513.12-12	$20,658		
	08/01/2026	001-1500-513.42-00	($6,500)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
	08/31/2026	001-1500-513.23-04	$19,744	12) COVER FINANCE CHANGES AUGUST CLEANUP	4781
		001-1500-513.12-00	($20,386)		
		001-1500-513.23-00	$363		
		001-1500-513.14-00	$279		
		001-1500-513.51-00	($577)	7) CHECKS FOR FINANCE AUGUST CLEANUP	4781
		001-1500-513.47-00	$577		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1500 - FINANCE GENERAL ACCOUNTNG	08/31/2026	001-1500-513.41-00	$27	9) VERIZON SHORTFALL AUGUST CLEANUP	4781
		001-1500-513.51-00	($27)		
3	**Total Budget Amendments/Transfers**		**Division 1500 Total**	**($6,500)**	
1505 - PROCUREMENT & BUDGETING					
1505 - PROCUREMENT & BUDGETING	11/01/2025	001-1505-513.52-00	$434	9) FINANCE CHAIRS OCTOBER CLEANUP	631
		001-1505-513.51-00	($434)		
	01/30/2026	001-1505-513.12-00	($100)	3) COVER OVERTIME JANUARY CLEANUP	1793
		001-1505-513.14-00	$100		
	08/01/2026	001-1505-513.42-00	($75)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
3	**Total Budget Amendments/Transfers**		**Division 1505 Total**	**($75)**	
1510 - FINANCE UTILITY ACCOUNTNG					
1510 - FINANCE UTILITY ACCOUNTNG	04/28/2026	001-1510-513.12-00	($134)	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-1510-513.12-12	$134		
		001-1510-513.49-00	$1,299	OFFICE CHAIRS RESOLUTION# 2026-030	2875
		001-1510-513.52-00	($1,299)		
	08/31/2026	001-1510-513.12-00	($3,511)	12) CUST SRVC REP IN DROP AUGUST CLEANUP	4781
		001-1510-513.13-00	$3,511		
		001-1510-513.44-00	$10	3) USPS - PO BOX PAYMENT AUGUST CLEANUP	4781
		001-1510-513.52-00	($10)		
		001-1510-513.42-00	$27,000	4) BULK MAILING PO#84204 AUGUST	4781

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1510 - FINANCE UTILITY ACCOUNTNG	08/31/2026	001-1510-513.34-00	($7,000)	CLEANUP	4781
		001-1510-513.47-00	($20,000)		
2	**Total Budget Amendments/Transfers**		**Division 1510 Total**	**$0**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	10/14/2025	001-1600-517.72-69	($1,358)	SAMSARA RESOLUTION# 2025-074	231
		001-1600-517.71-69	($29,258)		
		001-1600-513.56-15	$38,201		
		001-1600-513.39-00	($7,585)		
	11/01/2025	001-1600-513.31-00	$46,000	PO#76943 INFO-TECH RESOLUTION# 2025-089	815
		001-1600-513.49-00	$10,393	PO#83216 BC CLERK OF COUR RESOLUTION# 2025-089	815
		001-1600-513.55-00	$19,572	PO#83922 EASTERN FSC RESOLUTION# 2025-089	815
		001-1600-513.55-00	$530	PO#83935 EASTERN FSC RESOLUTION# 2025-089	815
		001-1600-517.72-63	($1,631)	4) CLEARGOV NOT A SBITA OCTOBER CLEANUP	631
		001-1600-517.71-63	($11,632)		
		001-1600-513.56-15	$8,950	4) CLEARGOV 50% GF OCTOBER CLEANUP	631
		001-1600-513.49-00	$4,313	4) EXCESS CLEARGOV BUDGET OCTOBER CLEANUP	631
	11/18/2025	001-1600-513.39-00	($16,000)	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	12/01/2025	001-1600-513.39-00	$8,252	4)EXCESS OF FY25 PO#81593 NOVEMBER CLEANUP	1084
	12/09/2025	001-1600-513.39-00	($51,000)	GRANT WRITING SERVICES RESOLUTION# 2025-096	1097
	02/02/2026	001-1600-513.81-00	($1,387,299)	COCOA TIF REV - CCRA RESOLUTION# 2026-001	1832
		001-1600-581.91-10	$1,387,299		
		001-1600-581.91-11	$423,308	COCOA TIF REV - DSCRA RESOLUTION# 2026-001	1832
		001-1600-513.81-00	($423,308)		
	04/14/2026	001-1600-513.55-02	$2,519	TRAINEE 1 - EMT TRAINING RESOLUTION# 2026-026	2686
		001-1600-513.55-02	$2,592	TRAINEE 1 - FIRE TRAINING RESOLUTION# 2026-026	2686
		001-1600-513.55-02	$2,519	TRAINEE 2 - EMT TRAINING RESOLUTION# 2026-026	2686
		001-1600-513.55-02	$2,592	TRAINEE 2 - FIRE TRAINING RESOLUTION# 2026-026	2686
	04/28/2026	001-1600-513.22-00	$20,749	ADVANCED RETIREMENT CONT. RESOLUTION# 2026-030	2875
		001-1600-513.39-00	($20,749)		
		001-1600-513.39-00	($2,500)	DP&O TRAINING RESOLUTION# 2026-030	2875
		001-1600-513.42-00	$18,000	POSTAGE RESOLUTION# 2026-030	2875
		001-1600-513.39-00	($18,000)		
		001-1600-513.55-00	($11,388)	PY SAMSARA COSTS RESOLUTION# 2026-030	2875
		001-1600-513.56-15	$11,388		
		001-1600-513.39-00	($36,470)	SCIENS (ERP) 48.66% RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1600 - GENERAL OPERATIONS	04/28/2026	001-1600-513.34-00	$36,470	2026-030	2875
	05/19/2026	001-1600-513.39-00	$10,000	BUY LAND FOR CITY USE RESOLUTION# 2026-037	3217
		001-1600-513.83-01	$150,000	COCOA HIGHSCHOOL DONATION RESOLUTION# 2026-037	3216
	05/27/2026	001-1600-513.39-00	($25,500)	GRANT WRITING SERVICES RESOLUTION# 2025-096	3449
	05/31/2026	001-1600-513.56-15	$1,680	9) COSTS OF DEBTBOOK MAY CLEANUP	3448
		001-1600-513.52-30	($1,680)		
	06/09/2026	001-1600-513.39-00	$12,902	2025 BPV GRANT AWARD RESOLUTION# 2026-044	3546
	07/01/2026	001-1600-513.25-00	($7,000)	13) COVER POSTAGE THRU YE JUNE CLEANUP	4143
		001-1600-513.42-00	$7,000		
	08/25/2026	001-1600-513.31-00	($18,195)	32 POLICE TOUGHBOOKS SEE 8/25 CLERK'S JOURNAL	4662
14	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$154,676**	
1601 - EMERGENCY/DISASTER SVS					
1601 - EMERGENCY/DISASTER SVS	11/18/2025	001-1601-525.34-00	$16,000	DISASTER PROGRAM & OPS RESOLUTION# 2025-089	896
	06/09/2026	001-1601-525.42-00	$1,195	MAILINGS & CORRESPONDENCE RESOLUTION# 2026-041	3542
		001-1601-525.31-01	$75,000	MCDONALD HOPKINS RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$5,577	MOXFIVE EXPRESS SUPPORT	3542

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1601 - EMERGENCY/DISASTER SVS	06/09/2026			RESOLUTION# 2026-041	
		001-1601-525.31-00	$1,250	MOXFIVE FORENSIC SUPPORT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$31,667	MOXFIVE ID THREAT PROTECT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$65,685	MOXFIVE NEXT GEN MDR RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$30,000	MOXFIVE ONGOING ADVISORY RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$5,383	MOXFIVE OVERWATCH ID RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$295,000	MOXFIVE SERVER SUPPORT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$65,000	MOXFIVE T&M + MONTHLY FEE RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$97,500	MOXFIVE TECH ADVISORY RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$7,500	MOXFIVE TECH FEE RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$27,500	MOXFIVE TECH. ARCHITECT RESOLUTION# 2026-041	3542
		001-1601-525.31-00	$6,000	MOXFIVE TRAVEL TIME RESOLUTION# 2026-041	3542
		001-1601-525.51-00	$64	P-CARD CHARGES - SUPPLIES RESOLUTION# 2026-041	3542
		001-1601-525.56-15	$84,301	TYLER TECH & VEYTECH RESOLUTION#	3542

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1601 - EMERGENCY/DISASTER SVS	06/09/2026			2026-041	
		001-1601-525.52-00	$2,200	VERIZON RESOLUTION# 2026-041	3542
2	**Total Budget Amendments/Transfers**		**Division 1601 Total**	**$816,822**	
1603 - EMERGENCY MANAGEMENT					
1603 - EMERGENCY MANAGEMENT	11/01/2025	001-1603-525.34-00	$25,000	PO#83292 FL REGIONAL PLAN RESOLUTION# 2025-089	815
	01/30/2026	001-1603-525.41-00	$10,663	7)COVER VERIZON SHORTFALL JANUARY CLEANUP	1793
		001-1603-525.52-00	($10,663)		
	04/28/2026	001-1603-525.55-00	$2,500	DP&O TRAINING RESOLUTION# 2026-030	2875
		001-1603-525.41-00	$10,629	RADIO COMMUNICATIONS RESOLUTION# 2026-030	2875
		001-1603-525.55-00	($2,079)		
		001-1603-525.56-15	($8,550)		
	07/01/2026	001-1603-525.56-15	$2,527	2) ESRI RENEWAL JUNE CLEANUP	4143
		001-1603-525.52-00	($2,527)		
4	**Total Budget Amendments/Transfers**		**Division 1603 Total**	**$27,500**	
1905 - ECONOMIC DEVELOPMENT					
1905 - ECONOMIC DEVELOPMENT	12/15/2025	001-1905-559.31-00	$372,871	MYRA TRAIN DISTRICT PLAN RESOLUTION# 2025-090	1101
		001-1905-559.31-00	$32,000	TRAIN DIST PLAN CONTINGCY RESOLUTION# 2025-090	1101
	12/31/2025	001-1905-559.55-00	$450	1) ECON DEV - CONFERENCE DECEMBER	1367

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1905 - ECONOMIC DEVELOPMENT	12/31/2025	001-1905-559.49-06	($450)	CLEANUP	1367
		001-1905-559.41-00	$500	1) ECON DEV SPEC - PHONE DECEMBER CLEANUP	1367
		001-1905-559.49-06	($500)		
	01/13/2026	001-1905-559.83-11	$9,359	FY25 UPSTART CARRYFORWARD RESOLUTION# 2026-004	1561
	05/31/2026	001-1905-559.55-00	$50	10) TRAINING COSTS MAY CLEANUP	3448
		001-1905-559.56-15	($50)		
4	**Total Budget Amendments/Transfers**		**Division 1905 Total**	**$414,230**	
1906 - COMMUNICATION/GRANTS					
1906 - COMMUNICATION/ GRANTS	11/01/2025	001-1906-513.34-00	$5,795	PO#82871 142 PRODUCTIONS RESOLUTION# 2025-089	815
	12/09/2025	001-1906-513.34-00	$51,000	GRANT WRITING SERVICES RESOLUTION# 2025-096	1097
	05/27/2026	001-1906-513.34-00	$25,500	GRANT WRITING SERVICES RESOLUTION# 2025-096	3449
3	**Total Budget Amendments/Transfers**		**Division 1906 Total**	**$82,295**	
1990 - LEISURE SERVICES					
1990 - LEISURE SERVICES	01/30/2026	001-1990-574.23-04	($500)	3) COVER OVERTIME JANUARY CLEANUP	1793
		001-1990-574.14-00	$500		
	04/28/2026	001-1990-574.23-04	($1,259)	COVER OVERTIME COSTS RESOLUTION# 2026-030	2875
		001-1990-574.14-00	$1,259		
	07/01/2026	001-1990-574.14-00	$1,568	13)COVER SALARIES THRU YE JUNE	4143

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1990 - LEISURE SERVICES	07/01/2026	001-1990-574.12-00	($1,568)	CLEANUP	4143
	08/01/2026	001-1990-574.42-00	($800)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
		001-1990-574.47-00	$60	1) JUNETEENTH FLYERS JULY CLEANUP	4650
		001-1990-574.48-00	($60)		
	08/31/2026	001-1990-574.14-00	$403	12) COVER OT THRU YE AUGUST CLEANUP	4781
		001-1990-574.12-00	($403)		
5	**Total Budget Amendments/Transfers**		**Division 1990 Total**	**($800)**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	11/01/2025	001-2100-521.56-15	$11,250	PO#82798 HRTM CONSULTING RESOLUTION# 2025-089	815
		001-2100-521.52-00	$500	PO#83073 COCOA KENNELS RESOLUTION# 2025-089	815
		001-2100-521.52-00	$256	PO#83092 FEDERAL EASTERN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$9,657	PO#83240 FEDERAL EASTERN RESOLUTION# 2025-089	815
		001-2100-521.52-02	$94	PO#83424 BLUE LINE INNOV. RESOLUTION# 2025-089	815
		001-2100-521.52-02	$820	PO#83765 MES SERVICE RESOLUTION# 2025-089	815
		001-2100-521.46-02	$8,293	PO#83785 OVATION CONST. RESOLUTION# 2025-089	815
		001-2100-521.64-00	$66,908	PO#83867 ALAN J CHEVROLET	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	11/01/2025			RESOLUTION# 2025-089	
		001-2100-521.52-00	$4,199	PO#83919 RTS TACTICAL RESOLUTION# 2025-089	815
		001-2100-521.52-00	$258	PO#83994 SIRCHIE ACQUISTN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$88	PO#84002 SIRCHIE ACQUISTN RESOLUTION# 2025-089	815
		001-2100-521.52-00	$624	PO#84014 EVIDENT, INC RESOLUTION# 2025-089	815
		001-2100-521.52-00	($2,500)	3) PD AWARDS BANQUET OCTOBER CLEANUP	631
		001-2100-521.49-00	$2,500		
		001-2100-521.64-00	$2,080	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	897
	12/01/2025	001-2100-521.52-00	$4,988	2) ALS NOT CAPITAL PURCH. NOVEMBER CLEANUP	1084
		001-2100-521.64-00	($4,988)		
	12/09/2025	001-2100-521.56-15	$2,474	AXON DOCKING STATIONS CLERK'S JOURNAL 12.09.25	1095
	12/15/2025	001-2100-521.14-00	$88,000	CCRA POLICE OVERTIME RESOLUTION# 2025-095	1098
	12/31/2025	001-2100-521.52-00	($36,515)	3) AXON SOFTWARE COSTS DECEMBER CLEANUP	1367
		001-2100-521.56-15	$36,515		
	01/30/2026	001-2100-521.12-00	($720)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-2100-521.12-12	$720		
		001-2100-521.12-06	($5,000)	3) SPLIT SPEC. DETAIL PAY JANUARY CLEANUP	1793

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	02/10/2026	001-2100-521.52-40	$11,433	BPV2024-FY25 BUDGET ROLL RESOLUTION# 2026-009	1966
		001-2100-521.52-00	($735)	COVER VEST COST INCREASE RESOLUTION# 2026-009	1966
		001-2100-521.52-40	$735		
		001-2100-521.14-00	$14,012	FY25 BUDGET ROLL RESOLUTION# 2026-009	1966
	04/28/2026	001-2100-521.12-12	$470	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-2100-521.12-00	($470)		
		001-2100-521.56-15	$4,502	SCENE PD RESOLUTION# 2026-030	2875
		001-2100-521.46-00	($4,502)		
	05/26/2026	001-2100-521.52-00	$1,139	HIGH-IMPACT DOG CRATE RESOLUTION# 2026-038	3384
	05/31/2026	001-2100-521.52-00	$735	5)UNDO VEST COST INCREASE MAY CLEANUP	3448
		001-2100-521.52-40	($735)		
	06/09/2026	001-2100-521.52-00	($12,902)	2025 BPV GRANT AWARD RESOLUTION# 2026-044	3546
		001-2100-521.52-41	$12,902		
		001-2100-521.52-00	($12,902)	2025 BPV GRANT MATCH RESOLUTION# 2026-044	3546
		001-2100-521.52-41	$12,902		
		001-2100-521.12-00	($4,777)	2025-2026 VOCA AWARD RESOLUTION# 2026-043	3545
	07/01/2026	001-2100-521.12-12	$4,434	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-2100-521.12-00	($4,434)		
		001-2100-521.64-00	$0	7) FINGERPRINT SCANNER JUNE CLEANUP	4143

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	08/01/2026	001-2100-521.55-00	$8,321	19) CLEANUP ACCOUNTS JULY CLEANUP	4650
		001-2100-521.31-00	($500)		
		001-2100-521.49-21	$2,460		
		001-2100-521.46-03	($15,000)		
		001-2100-521.46-02	$4,000		
		001-2100-521.49-00	$2,500		
		001-2100-521.51-00	($1,181)		
		001-2100-521.40-00	$1,970		
	08/25/2026	001-2100-521.64-00	$27,700	ADDITIONAL POLICE VEHICLE SEE 8/25 CLERK'S JOURNAL	4659
		001-2100-521.64-00	($897)	SAVINGS - FINGERPRINTER SEE 8/25 CLERK'S JOURNAL	4659
		001-2100-521.64-00	($10,776)	SAVINGS - 2 MOTORCYCLES SEE 8/25 CLERK'S JOURNAL	4659
		001-2100-521.64-00	($16,027)	SAVINGS - 5 VEHICLES SEE 8/25 CLERK'S JOURNAL	4659
		001-2100-521.56-42	$18,159	15PBJA-25-GG-02953-JAGX RESOLUTION# 2026-069	4661
		001-2100-521.47-00	($2,000)	32 POLICE TOUGHBOOKS SEE 8/25 CLERK'S JOURNAL	4662
		001-2100-521.56-15	$143,857		
		001-2100-521.42-00	($1,500)		
		001-2100-521.46-03	($31,900)		
		001-2100-521.31-00	($2,475)		
		001-2100-521.34-00	($2,000)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	08/31/2026	001-2100-521.23-00	$1,868	12) INSURANCES SHORTFALL AUGUST CLEANUP	4781
		001-2100-521.12-00	($1,868)		
		001-2100-521.52-00	($650)	2) EVIDENCE TECH UNIFORMS AUGUST CLEANUP	4781
		001-2100-521.52-02	$650		
15	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$337,019**	
2101 - POLICE COMMUNICATIONS					
2101 - POLICE COMMUNICATIONS	11/01/2025	001-2101-521.64-00	($2,080)	REVERSE - 8) AFIS MACHINE OCTOBER CLEANUP	897
		001-2101-521.46-00	($2,080)	8) AFIS MACHINE SHOREUP OCTOBER CLEANUP	631
		001-2101-521.64-00	$2,080		
	12/09/2025	001-2101-521.56-15	($2,474)	AXON DOCKING STATIONS CLERK'S JOURNAL 12.09.25	1095
	01/30/2026	001-2101-521.12-12	$2,711	3) COVER ACCRUAL PAYOUTS JANUARY CLEANUP	1793
		001-2101-521.12-00	($2,711)		
		001-2101-521.12-06	$5,000	3) SPLIT SPEC. DETAIL PAY JANUARY CLEANUP	1793
	04/28/2026	001-2101-521.12-12	$2,772	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		001-2101-521.14-00	$79,298		
		001-2101-521.12-00	($82,070)		
		001-2101-521.54-00	$135	NENA MEMBERSHIP DUES RESOLUTION# 2026-030	2875
		001-2101-521.52-00	($135)		
	06/09/2026	001-2101-521.34-00	$70,000	DISPATCH EQUIPMENT TXSFR RESOLUTION# 2026-045	3547

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2101 - POLICE COMMUNICATIONS	08/01/2026	001-2101-521.40-00	($1,970)	19) CLEANUP ACCOUNTS JULY CLEANUP	4650
		001-2101-521.55-00	($600)		
	08/25/2026	001-2101-521.40-00	($5,940)	32 POLICE TOUGHBOOKS SEE 8/25 CLERK'S JOURNAL	4662
		001-2101-521.54-00	($575)		
		001-2101-521.52-02	($2,374)		
		001-2101-521.49-00	($1,600)		
		001-2101-521.56-15	($2,622)		
		001-2101-521.46-00	($1,180)		
		001-2101-521.52-00	($3,000)		
		001-2101-521.51-00	($3,000)		
		001-2101-521.55-00	($15,496)		
7	**Total Budget Amendments/Transfers**		**Division 2101 Total**	**$32,089**	
2200 - FIRE ADMINISTRATION					
2200 - FIRE ADMINISTRATION	11/01/2025	001-2200-522.52-02	$1,283	PO#81593 READS UNIFORMS RESOLUTION# 2025-089	815
		001-2200-522.34-00	$960	PO#83043 PDCS, LLC RESOLUTION# 2025-089	815
	01/30/2026	001-2200-522.12-06	$494	3) 1-TIME SPEC. DETAIL JANUARY CLEANUP	1793
		001-2200-522.24-00	($494)		
	04/28/2026	001-2200-522.21-00	($118)	BENEFIT SHORTFALLS RESOLUTION# 2026-030	2875
		001-2200-522.23-00	$118		
		001-2200-522.12-06	$305	SPECIAL DETAIL HOURS RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2200 - FIRE ADMINISTRATION	04/28/2026	001-2200-522.12-00	($305)	2026-030	2875
	05/31/2026	001-2200-522.46-00	($2,283)	2) TYLER TECHNOLOGY MAY CLEANUP	3448
		001-2200-522.56-15	$2,283		
	07/01/2026	001-2200-522.11-00	($564)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-2200-522.12-00	($3,324)		
		001-2200-522.12-06	$564		
		001-2200-522.14-00	$158		
		001-2200-522.12-12	$3,166		
	08/11/2026	001-2200-522.27-00	$400	FUND DIVISION CHIEF POS. SEE 8/11 CLERK'S JOURNAL	4414
		001-2200-522.12-00	$16,165		
		001-2200-522.23-07	$137		
		001-2200-522.23-08	$23		
		001-2200-522.24-00	$651		
		001-2200-522.23-04	$4,034		
		001-2200-522.21-00	$1,237		
		001-2200-522.23-09	$39		
		001-2200-522.22-00	$2,194		
	08/31/2026	001-2200-522.23-00	$107	12) INSURANCES SHORTFALL AUGUST CLEANUP	4781
		001-2200-522.11-00	($107)		
7	**Total Budget Amendments/Transfers**		**Division 2200 Total**	**$27,123**	
2201 - FIRE OPERATIONS					
2201 - FIRE	11/01/2025	001-2201-522.64-00	$1,500,000	PO#80739 SUTPHEN CORP.	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
OPERATIONS	11/01/2025			RESOLUTION# 2025-089	
		001-2201-522.52-02	$15,315	PO#81593 READS UNIFORMS RESOLUTION# 2025-089	815
		001-2201-522.34-00	$1,001	PO#83300 BC PROP. APPRSR. RESOLUTION# 2025-089	815
		001-2201-522.46-03	$2,169	PO#83559 S FL EMRGNCY VEH RESOLUTION# 2025-089	815
		001-2201-522.64-15	$3,720	PO#83634 TYLER TECHNOLOGY RESOLUTION# 2025-089	815
		001-2201-522.64-15	$324,543	PO#83821 MOTOROLA SOLUTNS RESOLUTION# 2025-089	815
		001-2201-522.52-00	$3,752	PO#83985 BENNET FIRE PROD RESOLUTION# 2025-089	815
	12/01/2025	001-2201-522.52-02	($8,252)	4)EXCESS OF FY25 PO#81593 NOVEMBER CLEANUP	1084
	12/31/2025	001-2201-522.52-10	$500	5)COVER INVOICE SHORTFALL DECEMBER CLEANUP	1367
		001-2201-522.52-00	($500)		
	01/13/2026	001-2201-522.64-15	$429	ENCODER INTERFACE INSTALL RESOLUTION# 2026-004	1561
	01/30/2026	001-2201-522.12-12	$19,779	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-2201-522.12-00	($19,779)		
		001-2201-522.55-00	($2,063)	7)COVER CHARTER SHORTFALL JANUARY CLEANUP	1793
		001-2201-522.41-00	$2,063		
		001-2201-522.55-00	($4,681)	9)COVER VERIZON SHORTFALL JANUARY CLEANUP	1793
		001-2201-522.41-00	$4,681		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	04/28/2026	001-2201-522.27-00	$500	AFB-2 ADDTNL FIRE TRAINEE RESOLUTION# 2026-030	2874
		001-2201-522.23-07	$823		
		001-2201-522.24-00	$579		
		001-2201-522.23-09	$60		
		001-2201-522.23-08	$132		
		001-2201-522.12-00	$27,968		
		001-2201-522.23-04	$24,201		
		001-2201-522.21-00	$2,140		
		001-2201-522.23-00	$7		
		001-2201-522.22-00	$3,795		
		001-2201-522.21-00	$17,796	COVER FIRE OVERTIME COSTS RESOLUTION# 2026-030	2875
		001-2201-522.12-00	($645,062)		
		001-2201-522.14-00	$431,805		
		001-2201-522.12-12	$70,911		
		001-2201-522.15-00	$124,550		
		001-2201-522.52-00	($1,500)	COVER OTHER CHRGS THRU YE RESOLUTION# 2026-030	2875
		001-2201-522.49-00	$1,500		
		001-2201-522.52-00	($300)	COVER PRINTING THRU YE RESOLUTION# 2026-030	2875
		001-2201-522.47-00	$300		
		001-2201-522.64-04	$8,529	EMS FIRE GRANT RESOLUTION# 2026-031	2877
		001-2201-522.64-04	$1,000	EMS FIRE GRANT OVERAGE RESOLUTION# 2026-031	2877
		001-2201-522.55-00	($1,000)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	05/26/2026	001-2201-522.63-00	($200,000)	FIRE STATION #1 GENERATOR 5-26-26 CLERK'S JOURNAL	3383
		001-2201-522.64-00	$140,000		
		001-2201-522.44-00	$60,000		
	06/04/2026	001-2201-522.63-07	$25,560	FIRESTATION MESSAGE BOARD SEE 4/29 MEETING MINUTES	3671
		001-2201-522.64-00	($25,560)	1 LED MESSAGE BOARD (FS1) SEE 4/29 MEETING MINUTES	3671
	08/01/2026	001-2201-522.46-02	$65,550	6) BAY FLOORS NOT CAPITAL JULY CLEANUP	4650
		001-2201-522.64-00	($65,550)		
	08/11/2026	001-2201-522.64-00	($24,880)	FUND DIVISION CHIEF POS. SEE 8/11 CLERK'S JOURNAL	4414
	08/31/2026	001-2201-522.15-00	$26,076	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		001-2201-522.23-04	($50,326)		
		001-2201-522.21-00	$24,250		
11	**Total Budget Amendments/Transfers**		**Division 2201 Total**	**$1,886,531**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	01/13/2026	001-3200-515.61-00	$241,379	VILLAGE PARKING RESOLUTION# 2026-004	1561
	08/01/2026	001-3200-515.42-00	($400)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
		001-3200-515.52-30	($220)	10) NEW ENVELOPES JULY CLEANUP	4650
		001-3200-515.52-00	$220		
		001-3200-515.52-00	$215	16) CLEANUP ACOUNTS JULY CLEANUP	4650

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	08/01/2026	001-3200-515.54-00	($215)	16) CLEANUP ACOUNTS JULY CLEANUP	4650
2	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$240,979**	
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	11/01/2025	001-3232-524.56-15	$1,669	10) CITIZENSERVE LICENSE OCTOBER CLEANUP	631
		001-3232-524.52-00	($1,669)		
	01/30/2026	001-3232-524.12-00	($2,407)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-3232-524.12-12	$2,407		
	03/01/2026	001-3232-524.52-02	$500	3) CODE ENFRCMNT UNIFORMS FEBRUARY CLEANUP	2539
		001-3232-524.51-00	($500)		
	04/28/2026	001-3232-524.12-00	($2,638)	COVER PRSNL SRVC THRU YE RESOLUTION# 2026-030	2875
		001-3232-524.13-00	$2,520		
		001-3232-524.12-12	$118		
	05/31/2026	001-3232-524.46-03	$3,000	4)LAPTOP DOCKING STATIONS MAY CLEANUP	3448
		001-3232-524.47-00	($1,000)		
		001-3232-524.40-00	($1,000)		
		001-3232-524.52-00	$1,000		
		001-3232-524.42-00	($2,000)		
	07/01/2026	001-3232-524.13-00	$12,353	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-3232-524.12-00	($13,455)		
		001-3232-524.12-12	$1,102		
		001-3232-524.52-00	($188)	5) VERIZON PO SHORTFALL JUNE	4143

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3232 - CODE ENFORCEMENT	07/01/2026	001-3232-524.41-00	$188	CLEANUP	4143
	08/01/2026	001-3232-524.42-00	$10,725	GEN. POSTAGE OTHER DEPTS REGULAR MAILINGS IN 1600	4699
		001-3232-524.42-00	($2,000)	MOVE GEN. POSTAGE TO 1600 REGULAR MAILINGS IN 1600	4699
		001-3232-524.55-00	$900	16) CLEANUP ACOUNTS JULY CLEANUP	4650
		001-3232-524.52-30	($900)		
	08/31/2026	001-3232-524.13-00	$15,125	12)CODE ENF COORD IN DROP AUGUST CLEANUP	4781
		001-3232-524.12-00	($15,125)		
		001-3232-524.12-12	$2	12)DERRICK STEEL ACCRUALS AUGUST CLEANUP	4781
		001-3232-524.12-00	($2)		
8	**Total Budget Amendments/Transfers**		**Division 3232 Total**	**$8,725**	
3500 - ADMINISTRATION					
3500 - ADMINISTRATION	11/01/2025	001-3500-519.56-15	$13,000	2) IWORQ SOFTWARE COST OCTOBER CLEANUP	631
	04/28/2026	001-3500-519.41-00	$797	COMMUNICATIONS SHORTFALL RESOLUTION# 2026-030	2875
		001-3500-519.52-30	($797)		
2	**Total Budget Amendments/Transfers**		**Division 3500 Total**	**$13,000**	
3510 - STREET MANAGEMENT					
3510 - STREET MANAGEMENT	10/14/2025	001-3510-541.64-00	$0	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
	11/01/2025	001-3510-541.63-00	$14,595	PO#83617 FAUSNIGHT STRIPE	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3510 - STREET MANAGEMENT	11/01/2025	001-3510-541.46-00	$3,424	RESOLUTION# 2025-089	815
		001-3510-541.46-00	$18,700	PO#83901 JMD GLOBAL DVLPR RESOLUTION# 2025-089	815
		001-3510-541.46-00	$20,000	PO#84066 GRAYBAR ELECTRIC RESOLUTION# 2025-089	815
		001-3510-541.46-00	($13,000)	2) IWORQ SOFTWARE COST OCTOBER CLEANUP	631
	01/30/2026	001-3510-541.46-00	($797)	9)COVER VERIZON SHORTFALL JANUARY CLEANUP	1793
		001-3510-541.41-00	$797		
	04/28/2026	001-3510-541.55-00	($77)	UNPLANNED TOLL CHARGES RESOLUTION# 2026-030	2875
		001-3510-541.40-00	$77		
	08/01/2026	001-3510-541.64-00	($33,000)	2)SRTS TO COVER FPL INCRS JULY CLEANUP	4650
		001-3510-541.43-00	$33,000		
5	**Total Budget Amendments/Transfers**		**Division 3510 Total**	**$43,719**	
3520 - PARKS & BEAUTIFICATION					
3520 - PARKS & BEAUTIFICATION	10/14/2025	001-3520-572.64-07	$315,000	SPECIAL ACCESS EQUIPMENT RESOLUTION# 2025-075	236
	10/28/2025	001-3520-572.64-00	$57,807	DESIGN OF FITNESS COURT RESOLUTION# 2025-079	445
		001-3520-572.64-07	$29,780		
		001-3520-572.46-00	($29,780)		
		001-3520-572.46-02	($57,807)	DESIGN OF MINI PITCH RESOLUTION# 2025-079	445
		001-3520-572.64-00	$99,539	SPECIAL ACCESS EQUIPMENT	446

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	10/28/2025			RESOLUTION# 2025-078	
	11/01/2025	001-3520-572.63-07	$169,774	PO#82625 DOUG WILSON ETRP RESOLUTION# 2025-089	815
		001-3520-572.46-00	$4,096	PO#84088 NAIL FARMS INC. RESOLUTION# 2025-089	815
	11/17/2025	001-3520-572.64-07	($29,780)	DESIGN OF FITNESS COURT CORRECTION OF BAF26-012-T	670
		001-3520-572.64-00	$29,780	DESIGN OF MINI PITCH CORRECTION OF BAF26-012-T	670
	12/31/2025	001-3520-572.56-15	$22,513	2) FIBER LINE - STRADLEY DECEMBER CLEANUP	1367
		001-3520-572.46-00	($36,313)	2) FIBER LINE BORING DECEMBER CLEANUP	1367
		001-3520-572.56-15	$6,080	2) FIBER LINE- CARL ANDER DECEMBER CLEANUP	1367
		001-3520-572.56-15	$7,720	2) FIBER LINE- JUNNY RIOS DECEMBER CLEANUP	1367
	01/13/2026	001-3520-572.63-07	$67,023	LEE WENNER PARK RESOLUTION# 2026-004	1561
		001-3520-572.63-07	($102,648)	LEE WENNER PARK RETAINAGE RESOLUTION# 2026-004	1561
	04/28/2026	001-3520-572.43-00	$200,000	D4 PARKS ELECTRICITY RESOLUTION# 2026-030	2875
		001-3520-572.34-00	$3,900	HARRY T MOORE PLAYGROUND RESOLUTION# 2026-030	2874
		001-3520-572.46-00	($18,500)	PRESSURE WASHING RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3520 - PARKS & BEAUTIFICATION	04/28/2026	001-3520-572.34-00	$18,500	2026-030	2875
	06/04/2026	001-3520-572.63-07	$60,370	HELOW PARK MESSAGE BOARDS SEE 4/29 MEETING MINUTES	3671
		001-3520-572.56-15	$2,865	LED MESSAGE BOARDS SFTWR SEE 4/29 MEETING MINUTES	3671
	08/31/2026	001-3520-572.12-00	($142)	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		001-3520-572.23-00	$142		
9	**Total Budget Amendments/Transfers**		**Division 3520 Total**	**$819,919**	
3540 - PUBLIC WORKS- FLEET MAINT					
3540 - PUBLIC WORKS-FLEET MAINT	12/09/2025	001-3540-519.63-07	$3,366	FUEL CANOPY BF (1.86%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$92,563	FUEL CANOPY GF (51.24%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$7,293	FUEL CANOPY SW (4.04%) RESOLUTION# 2025-093	1099
		001-3540-519.63-07	$77,416	FUEL CANOPY W/S (42.86%) RESOLUTION# 2025-093	1099
	07/01/2026	001-3540-519.12-00	($69,373)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-3540-519.13-00	$69,373		
	08/01/2026	001-3540-519.52-00	($2,750)	9) CLEANUP ACCOUNTS JULY CLEANUP	4650
		001-3540-519.46-03	$750		
		001-3540-519.49-00	($500)		
		001-3540-519.55-00	($1,500)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3540 - PUBLIC WORKS-FLEET MAINT	08/01/2026	001-3540-519.46-00	$4,000	9) CLEANUP ACCOUNTS JULY CLEANUP	4650
3	**Total Budget Amendments/Transfers**		**Division 3540 Total**	**$180,638**	
3560 - FACILITY MANAGEMENT					
3560 - FACILITY MANAGEMENT	11/01/2025	001-3560-519.46-02	$4,528	PO#83651 DOUG WILSON ENTE RESOLUTION# 2025-089	815
		001-3560-519.46-02	$15,986	PO#84027 DOUG WILSON ENTE RESOLUTION# 2025-089	815
		001-3560-519.52-00	$7,579	PO#84047 A.B.I. RESOLUTION# 2025-089	815
		001-3560-519.62-00	$286,831	PO#84079 W&J CONSTRUCTION RESOLUTION# 2025-089	815
		001-3560-519.46-02	$7,500	PO#84081 OVERHEAD DOOR CO RESOLUTION# 2025-089	815
		001-3560-519.31-00	$11,455	PO#84082 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.62-00	$3,873	PO#84083 ARCHITECTS RZK RESOLUTION# 2025-089	815
		001-3560-519.46-00	$3,916	PO#84086 SWIFT BROTHERS RESOLUTION# 2025-089	815
		001-3560-519.46-02	$2,900	PO#84091 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	$2,793	PO#84092 DITMER AIR& HEAT RESOLUTION# 2025-089	815
		001-3560-519.46-02	$10,731	PO#84095 TRANE US INC.	815

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	11/01/2025			RESOLUTION# 2025-089	
		001-3560-519.46-02	$7,666	PO#84098 DITMER AIR& HEAT RESOLUTION# 2025-089	815
	01/13/2026	001-3560-519.46-00	($100,000)	ELECTRICTY FOR D4 PARKS SEE 1-13 CLERK'S JOURNAL	1570
		001-3560-519.43-00	$200,000		
		001-3560-519.46-02	($100,000)		
		001-3560-519.64-00	$26,161	RIVERFRONT ELECTRIC PANEL RESOLUTION# 2026-004	1561
		001-3560-519.62-00	$44,596	STRADLEY CONCESSION STAND RESOLUTION# 2026-004	1561
	01/30/2026	001-3560-519.13-00	($28,708)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		001-3560-519.12-12	$28,708		
	04/28/2026	001-3560-519.46-02	($23,742)	CONSTRUCTION DRAWINGS RESOLUTION# 2026-030	2875
		001-3560-519.64-00	($7,500)		
		001-3560-519.31-00	$31,242		
		001-3560-519.43-00	($200,000)	D4 PARKS ELECTRICITY RESOLUTION# 2026-030	2875
	07/01/2026	001-3560-519.12-00	$14,000	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		001-3560-519.12-12	$478		
		001-3560-519.13-00	($14,478)		
	07/14/2026	001-3560-519.64-00	$287,738	CITY HALL HVAC - AFB RESOLUTION# 2026-049	4029
		001-3560-519.46-02	($30,992)	CITY HALL HVAC - OVERAGE RESOLUTION# 2026-049	4029
		001-3560-519.46-00	($6,746)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3560 - FACILITY MANAGEMENT	07/14/2026	001-3560-519.62-00	$116,042	CIVIC CENTER ROOF - AFB RESOLUTION# 2026-048	4028
		001-3560-519.46-02	$116,042		
		001-3560-519.62-00	($116,042)	CORRECT CIVIC CENTER ROOF PROJECT NOT CONSIDERED CA	4324
	08/01/2026	001-3560-519.34-00	$3,000	2) ADDTL VECTOR SECURITY JULY CLEANUP	4650
		001-3560-519.46-02	($3,000)		
	08/31/2026	001-3560-519.34-00	$25,000	10) ADDTNL SERVICE CALLS AUGUST CLEANUP	4781
		001-3560-519.52-00	($55,000)		
		001-3560-519.52-07	($10,000)		
		001-3560-519.46-02	$40,000		
		001-3560-519.13-00	($9,092)	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		001-3560-519.27-00	$1,420		
		001-3560-519.31-00	($10,000)	5) EXTRA CALLS AND MAINT. AUGUST CLEANUP	4781
		001-3560-519.34-00	$12,981		
		001-3560-519.40-00	($2,981)		
8	**Total Budget Amendments/Transfers**		**Division 3560 Total**	**$594,885**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	01/13/2026	001-3580-519.63-07	$85,000	JUNNY RIOS PARK IMPRVMNTS RESOLUTION# 2026-004	1561
		001-3580-519.64-00	$553,458		
	06/04/2026	001-3580-519.64-00	($63,235)	2 LED MESSAGE BOARD (JRP) SEE 4/29 MEETING MINUTES	3671
	08/31/2026	001-3580-519.23-04	($2,167)	12)COVER SALARIES THRU YE AUGUST	4781

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	08/31/2026	001-3580-519.24-00	$9	CLEANUP	4781
		001-3580-519.23-07	$95		
		001-3580-519.12-00	$7,672		
		001-3580-519.23-09	$23		
		001-3580-519.22-00	$1,242		
		001-3580-519.21-00	$773		
		001-3580-519.23-00	$25		
3	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$582,895**	
28	**Total Budget Amendments/Transfers**		**GENERAL FUND**	**$6,507,464**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	01/13/2026	103-3240-581.91-08	$5,122	FY25 CDBG - EXCESS ADMIN RESOLUTION# 2026-006	1571
		103-3240-581.91-08	$12,888	FY25 CDBG - SEC 108 LOAN RESOLUTION# 2026-006	1571
		103-3240-554.83-09	$14,068	FY25 CARRY FORWARD CV RESOLUTION# 2026-006	1571
		103-3240-554.83-11	$45,720	FY25 CARRY FORWARD CV-3 RESOLUTION# 2026-006	1571
		103-3240-581.91-08	($13,575)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	1571
		103-3240-554.51-00	($338)		
	02/10/2026	103-3240-581.91-08	$106	FY25 PROG INCOME INTEREST RESOLUTION# 2026-009	1966

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	02/10/2026	103-3240-581.91-08	$9,475	FY25 PROGRAM INCOME RESOLUTION# 2026-009	1966
		103-3240-581.91-08	$4,428	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		103-3240-554.24-00	($10)	UPDATE ADMIN ALLOCATION RESOLUTION# 2026-009	1966
		103-3240-554.51-00	($162)		
		103-3240-554.27-00	($249)		
		103-3240-554.23-04	($1,132)		
		103-3240-554.23-09	$1		
		103-3240-554.23-00	($12)		
		103-3240-554.23-07	($41)		
		103-3240-554.13-00	$10,771		
		103-3240-554.12-00	($8,528)		
		103-3240-554.22-00	($784)		
		103-3240-554.23-08	($7)		
		103-3240-554.21-00	$153		
	04/14/2026	103-3240-554.39-00	$1,347	POOLED CASH FY22-25 RESOLUTION# 2026-025	2684
		103-3240-554.39-00	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	2684
	08/31/2026	103-3240-554.22-00	$560	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		103-3240-554.13-00	($726)		
		103-3240-554.12-00	$166		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$80,026**	
4	**Total Budget Amendments/Transfers**		**CDBG**	**$80,026**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	104-3240-554.83-23	$53,880	PO#79508 C.H. INITIATIVE RESOLUTION# 2025-089	815
	02/10/2026	104-3240-554.83-22	$100,920	FY23 1ST TIME BUY LESS PO RESOLUTION# 2026-009	1966
		104-3240-554.83-22	$12,747	FY23+PRIOR CHDO CRRYFRWRD RESOLUTION# 2026-009	1966
		104-3240-581.91-01	$1,116	FY23/FY24 HOME ADMIN RESOLUTION# 2026-009	1966
		104-3240-554.83-22	$11,407	FY24 CHDO CARRY FORWARD RESOLUTION# 2026-009	1966
		104-3240-554.83-22	$9,738	FY25 CHDO CARRY FORWARD RESOLUTION# 2026-009	1966
		104-3240-554.83-00	$176	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		104-3240-554.83-00	$1,121	FY25 REMAINING ADMIN RESOLUTION# 2026-009	1966
		104-3240-554.83-22	$48,693	FY25 1ST TIME HOME BUYER RESOLUTION# 2026-009	1966
		104-3240-554.51-00	($100)	REDUCE TO ACTUAL ALLOC RESOLUTION# 2026-009	1966
		104-3240-554.83-23	($30,748)		
		104-3240-554.83-22	($57)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	02/10/2026	104-3240-554.24-00	($2)	UPDATE ADMIN ALLOCATION RESOLUTION# 2026-009	1966
		104-3240-554.23-09	$1		
		104-3240-554.12-00	($2,835)		
		104-3240-554.22-00	($240)		
		104-3240-554.27-00	($76)		
		104-3240-554.13-00	$3,952		
		104-3240-554.23-08	($2)		
		104-3240-554.21-00	$79		
		104-3240-554.39-00	($1,728)		
		104-3240-554.23-04	($343)		
		104-3240-554.23-07	($14)		
		104-3240-554.23-00	($3)		
	07/01/2026	104-3240-554.83-23	($100,793)	CORRECT ACCOUNT # FOR CHI MOVED TO CONTRACT SRVCS	4045
		104-3240-554.34-00	$100,793	PO #85120 C.H. INITIATIVE MOVED FROM GRANTS & AIDS	4045
	08/01/2026	104-3240-554.83-00	($1,297)	8) CORR INT. CARRYFORWARD JULY CLEANUP	4650
		104-3240-554.83-22	$176	8) FY25 PROGRAM INTEREST JULY CLEANUP	4650
		104-3240-554.83-22	$1,121	8) FY25 REMAINING ADMIN JULY CLEANUP	4650
	08/31/2026	104-3240-554.22-00	$238	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		104-3240-554.13-00	($238)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
5	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$207,682**	
5	**Total Budget Amendments/Transfers**		**BREVARD COUNTY HOME**	**$207,682**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	11/01/2025	105-3240-554.83-00	$3,375	PO#81863 GREEN LEAF HOME RESOLUTION# 2025-089	815
		105-3240-554.83-00	$205	PO#83871 GREEN LEAF HOME RESOLUTION# 2025-089	815
	02/10/2026	105-3240-554.83-00	$14,691	FY23 HHRP IAN/NICOLE RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$3,634	FY23 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$180,715	FY24 CARRYFORWARD LESS PO RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$101	FY24 HHRP IAN/NICOLE RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$1,658	FY24 PROGRAM INCOME RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$7,203	FY24 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$2,004	FY25 EXCESS ADMIN CRRYFWD RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$133,515	FY25 HUD CARRY FORWARD RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$303	FY25 PROG INCOME INTEREST	1966

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	02/10/2026			RESOLUTION# 2026-009	
		105-3240-554.83-00	$13,729	FY25 PROGRAM INCOME RESOLUTION# 2026-009	1966
		105-3240-554.83-00	$19,259	FY25 PROGRAM INTEREST RESOLUTION# 2026-009	1966
		105-3240-554.21-00	$84	UPDATE ADMIN ALLOCATION RESOLUTION# 2026-009	1966
		105-3240-554.12-00	($8,805)		
		105-3240-554.23-07	($46)		
		105-3240-554.23-08	($8)		
		105-3240-554.23-09	($1)		
		105-3240-554.23-00	($9)		
		105-3240-554.13-00	$10,194		
		105-3240-554.23-04	($1,307)		
		105-3240-554.22-00	$185		
		105-3240-554.27-00	($287)		
	08/11/2026	105-3240-554.83-00	$5,037	ADDTL FY26/GY25 SHIP PMNT RESOLUTION# 2026-056	4411
3	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$385,429**	
3	**Total Budget Amendments/Transfers**		**SHIP/HOUSING ASSISTANCE**	**$385,429**	
3200 - ADMINISTRATION					
3200 - ADMINISTRATION	10/14/2025	107-3200-524.56-15	$704	SAMSARA RESOLUTION# 2025-074	231
		107-3200-524.71-35	($697)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	10/14/2025	107-3200-524.72-35	($33)	SAMSARA RESOLUTION# 2025-074	231
		107-3200-524.49-00	$26		
	12/09/2025	107-3200-581.91-01	$3,366	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
	12/31/2025	107-3200-524.34-00	($16,388)	TEMPORARY TOUGHBOOK FUNDS	1431
		107-3200-524.56-15	$7,903		
	01/13/2026	107-3200-524.56-15	($7,903)	REPLINISH CONTRACT SRVCS RESOLUTION# 2026-005	1569
		107-3200-524.34-00	$16,388		
		107-3200-524.56-15	$8,000	TOUGH BOOKS RESOLUTION# 2026-005	1569
	01/30/2026	107-3200-524.13-00	($44,641)	3) MOVE DROP SALARIES JANUARY CLEANUP	1793
		107-3200-524.14-00	$3,000		
		107-3200-524.12-00	$41,641		
	04/28/2026	107-3200-524.34-00	$923	SCIENS (ERP) 1.23% RESOLUTION# 2026-030	2875
		107-3200-524.12-00	($923)		
	05/26/2026	107-3200-524.34-00	$80,000	BUILDING INSPECTOR SRVCS 5-26-26 CLERK'S JOURNAL	3385
		107-3200-524.12-00	($80,000)		
	07/01/2026	107-3200-524.23-04	($4,296)	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		107-3200-524.25-00	$3,300		
		107-3200-524.12-12	$996		
	07/14/2026	107-3200-524.23-04	($32,700)	COVER PDCS CONTRACT C/O SEE 7/14 CLERK'S JOURNAL	4030
		107-3200-524.21-00	($4,000)		
		107-3200-524.34-00	$46,700		
		107-3200-524.22-00	($10,000)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3200 - ADMINISTRATION	08/01/2026	107-3200-524.41-00	$500	17) CLEANUP ACCOUNTS JULY CLEANUP	4650
		107-3200-524.54-00	($795)		
		107-3200-524.47-00	$295		
10	**Total Budget Amendments/Transfers**		**Division 3200 Total**	**$11,366**	
3232 - CODE ENFORCEMENT					
3232 - CODE ENFORCEMENT	10/14/2025	107-3232-524.64-00	$58,298	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
	12/31/2025	107-3232-524.56-15	$8,485	TEMPORARY TOUGHBOOK FUNDS	1431
	01/13/2026	107-3232-524.56-15	($8,485)	REPLINISH CONTRACT SRVCS RESOLUTION# 2026-005	1569
		107-3232-524.56-15	$11,808	TOUGH BOOKS RESOLUTION# 2026-005	1569
	02/10/2026	107-3232-524.52-30	$1,000	2 BLDG CODE ENF OFFICERS RESOLUTION# 2026-069	1985
		107-3232-524.52-02	$1,000		
		107-3232-524.40-00	$2,500		
		107-3232-524.46-03	$1,000		
		107-3232-524.42-00	$2,000		
		107-3232-524.55-00	$1,500		
		107-3232-524.54-00	$500		
		107-3232-524.41-00	$2,000		
	04/28/2026	107-3232-524.52-00	$66	CODE OPERATIONAL COSTS RESOLUTION# 2026-030	2874
		107-3232-524.46-03	$100		
		107-3232-524.47-00	$156		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3232 - CODE ENFORCEMENT	04/28/2026	107-3232-524.56-15	$2,496	CODE OPERATIONAL COSTS RESOLUTION# 2026-030	2874
		107-3232-524.49-00	$387		
		107-3232-524.23-04	($100)	COVER OVERTIME COSTS RESOLUTION# 2026-030	2875
		107-3232-524.14-00	$100		
		107-3232-524.23-00	$112	COVER PRSNL SRVC THRU YE RESOLUTION# 2026-030	2875
		107-3232-524.23-04	($112)		
	05/12/2026	107-3232-524.46-03	$3,000	VEHICLE LAPTOP MOUNTS RESOLUTION# 2026-035	3197
		107-3232-524.52-00	$1,000		
	07/01/2026	107-3232-524.12-12	$735	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		107-3232-524.24-00	$746		
		107-3232-524.23-04	($1,481)		
	08/31/2026	107-3232-524.12-00	($515)	12) T WHITTINGTON ACCRUAL AUGUST CLEANUP	4781
		107-3232-524.12-12	$515		
8	**Total Budget Amendments/Transfers**		**Division 3232 Total**	**$88,811**	
13	**Total Budget Amendments/Transfers**		**BUILDING PERMITS**	**$100,177**	
3240 - HOUSING GRANTS					
3240 - HOUSING GRANTS	01/13/2026	108-3240-517.71-00	$18,010	FY25 CARRY FORWARD CDBG RESOLUTION# 2026-006	1571
		108-3240-517.71-00	($13,575)	SHORE UP FY26 AWARD RESOLUTION# 2026-006	1571
	02/10/2026	108-3240-517.71-00	$14,009	FY25 & PRIOR PROG INC+INT RESOLUTION# 2026-009	1966

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3240 - HOUSING GRANTS	04/14/2026	108-3240-581.91-03	$1,347	POOLED CASH FY22-25 RESOLUTION# 2026-025	2684
		108-3240-581.91-03	$785	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	2684
3	**Total Budget Amendments/Transfers**		**Division 3240 Total**	**$20,576**	
3	**Total Budget Amendments/Transfers**		**SEC 108 LOAN GUARANTEE**	**$20,576**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	10/28/2025	110-3230-559.63-07	$180,000	T-DOCKS DESIGN RESOLUTION# CCRA2025-947	520
	11/01/2025	110-3230-559.63-00	$1,704	PO#77934 INFRA SOLTN SRVC RESOLUTION# 2025-089	815
		110-3230-517.71-31	$27	PO#83115 COCOA VILL PRTNR RESOLUTION# 2025-089	815
		110-3230-559.63-00	$86,580	PO#83823 MYRA PLANNING RESOLUTION# 2025-089	815
	11/18/2025	110-3230-581.91-34	$1,494,500	DAYSLIP FIND MATCH PHASE2 RES# CCRA-2025-932	895
		110-3230-559.39-00	($1,494,500)		
	12/01/2025	110-3230-559.64-15	$35,630	PARK SECURITY CAMERAS RES# CCRA-2025-1083	922
		110-3230-517.71-31	$46,004	5) SHORE UP POSTAGE LEASE NOVEMBER CLEANUP	1084
		110-3230-517.72-31	$14,173		
		110-3230-559.72-00	($1,834)		
		110-3230-559.71-00	($62,211)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	12/01/2025	110-3230-559.40-00	$3,868	5) SHORE UP TRAVEL NOVEMBER CLEANUP	1084
	12/15/2025	110-3230-581.91-01	$88,000	CCRA POLICE OVERTIME RES# CCRA-2025-1085	1098
	01/13/2026	110-3230-559.63-00	$50,000	CV WAYFINDING & SIGNAGE RESOLUTION# 2026-004	1561
		110-3230-559.63-07	$4,501	PARK FENCING RESOLUTION# 2026-004	1561
		110-3230-559.64-00	$23,993	PARK LIGHTING & CAMERAS RESOLUTION# 2026-004	1561
		110-3230-559.63-00	$653,518	VILLAGE STREET PARKING RESOLUTION# 2026-004	1561
	02/04/2026	110-3230-559.39-00	($51,044)	SHORE UP COUNTY TIF REV RES# CCRA 2026-001	1833
		110-3230-559.39-00	($9,388)	SHORE UP D4 PARK TIF REV RES# CCRA 2026-001	1833
	04/06/2026	110-3230-517.72-31	$139	CORRECT POST OFFICE LEASE RESOLUTION# CCRA-2026-003	2553
		110-3230-517.71-31	$5,210		
		110-3230-559.39-00	($5,349)		
		110-3230-559.45-00	$338	COVER INSURANCE OVERAGE RESOLUTION# CCRA-2026-002	2552
		110-3230-559.55-00	($338)		
	08/31/2026	110-3230-559.27-00	($38)	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		110-3230-559.23-09	$20		
		110-3230-559.23-00	$18		
9	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$1,063,521**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
9	**Total Budget Amendments/Transfers**		**CRA COCOA RDA**	**$1,063,521**	
3230 - CRA ADMIN/OPERATIONS					
3230 - CRA ADMIN/OPERATIONS	11/01/2025	111-3230-559.83-00	$500	PO#80786 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$850	PO#80815 SHERWIN WILLIAMS RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#80838 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$850	PO#80848 SHERWIN WILLIAMS RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#80894 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$500	PO#82788 STEVENSON LAND RESOLUTION# 2025-089	815
		111-3230-559.83-00	$4,320	PO#84099 BC CTY COMMISION RESOLUTION# 2025-089	815
	01/13/2026	111-3230-559.63-00	$141,226	BUS STOP SHELTERS RESOLUTION# 2026-004	1561
		111-3230-559.83-11	$37,500	FY25 UPSTART CARRYFORWARD RESOLUTION# 2026-004	1561
		111-3230-559.63-00	$50,000	PROVOST/GILMORE DEVELPMNT RESOLUTION# 2026-004	1561
		111-3230-559.63-00	$50,000	RESURFACE STAMPED PAVEMNT RESOLUTION# 2026-004	1561
	01/26/2026	111-3230-559.39-00	($48,600)	SHORE UP COUNTY TIF REV RES# DSCRA	1739

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3230 - CRA ADMIN/OPERATIONS	01/26/2026			2026-001	
		111-3230-559.39-00	$866	SHORE UP D4 PARK TIF REV RES# DSCRA 2026-001	1739
	04/28/2026	111-3230-559.55-00	($331)	DIAMOND SQUARE INSURANCES RESOLUTION#DSCRA-2026-002	2876
		111-3230-559.45-00	$331		
	07/01/2026	111-3230-559.83-00	($111,000)	CORRECT ACCOUNT # FOR CHI MOVED TO CONTRACT SRVCS	4045
		111-3230-559.34-00	$111,000	PO #85120 C.H. INITIATIVE MOVED FROM GRANTS & AIDS	4045
		111-3230-559.40-00	($100)	3)RECLASS FUNERAL FLOWERS JUNE CLEANUP	4143
		111-3230-559.49-00	$100		
5	**Total Budget Amendments/Transfers**		**Division 3230 Total**	**$239,012**	
5	**Total Budget Amendments/Transfers**		**CRA DIAMOND SQUARE 626**	**$239,012**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	04/14/2026	130-1600-581.91-01	$5,661	POOLED INTEREST FY21-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$5,661**	
1	**Total Budget Amendments/Transfers**		**AMERICAN RESCUE PLAN FUND**	**$5,661**	
2100 - POLICE ADMIN/OPERATIONS					
2100 - POLICE ADMIN/OPERATIONS	12/09/2025	143-2100-521.52-00	$13,901	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
2100 - POLICE ADMIN/OPERATIONS	12/09/2025	143-2100-521.64-00	$6,099	PD GYM EQUIPMENT RESOLUTION# 2025-086	1096
	12/31/2025	143-2100-521.64-00	$1,499	7) GYM EQUIPMENT DELIVERY DECEMBER CLEANUP	1367
		143-2100-521.52-00	($1,499)		
	03/01/2026	143-2100-521.64-00	($1,249)	4) PD FITNESS EQUIPMENT FEBRUARY CLEANUP	2539
		143-2100-521.52-00	$1,249		
3	**Total Budget Amendments/Transfers**		**Division 2100 Total**	**$20,000**	
3	**Total Budget Amendments/Transfers**		**FEDERAL FORFEITURE FUND**	**$20,000**	
1600 - GENERAL OPERATIONS					
1600 - GENERAL OPERATIONS	04/14/2026	201-1600-581.91-01	$20,455	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 1600 Total**	**$20,455**	
1	**Total Budget Amendments/Transfers**		**DEBT SERVICE FUND**	**$20,455**	
3580 - CAPITAL PROJECTS MNGMT					
3580 - CAPITAL PROJECTS MNGMT	11/18/2025	304-3580-572.63-00	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	893
		304-3580-572.63-00	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	895
	07/30/2026	304-3580-572.63-00	($1,494,500)	CORR. ACCT - GRANT PHASE2 IOTB - NOT INFRASTRUCTURE	4325
		304-3580-572.63-00	($1,494,500)	CORR. ACCT - MATCH PHASE2 IOTB -	4325

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3580 - CAPITAL PROJECTS MNGMT	07/30/2026			NOT INFRASTRUCTURE	
		304-3580-572.63-07	$1,494,500	DAYSLIP FIND GRANT PHASE2 RESOLUTION# 2025-084	4325
		304-3580-572.63-07	$1,494,500	DAYSLIP FIND MATCH PHASE2 RESOLUTION# 2025-084	4325
2	**Total Budget Amendments/Transfers**		**Division 3580 Total**	**$2,989,000**	
2	**Total Budget Amendments/Transfers**		**DAY SLIPS / REVETMENT**	**$2,989,000**	
1506 - INVENTORY					
1506 - INVENTORY	11/01/2025	421-1506-536.56-15	$1,028	5) WAREHOUSE SCANNER OCTOBER CLEANUP	631
		421-1506-536.46-00	($1,028)		
	04/28/2026	421-1506-536.46-00	($43,900)	WAREHOUSE LOADING DOCK RESOLUTION# 2026-030	2875
		421-1506-536.63-07	$43,900		
	08/31/2026	421-1506-536.23-00	$24	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		421-1506-536.12-00	($24)		
3	**Total Budget Amendments/Transfers**		**Division 1506 Total**	**$0**	
1515 - UTILITY SUPPORT SERVICES					
1515 - UTILITY SUPPORT SERVICES	11/01/2025	421-1515-536.52-00	($12,309)	1) MDX CAPITAL PURCHASE OCTOBER CLEANUP	631
		421-1515-536.64-00	$12,309		
	01/30/2026	421-1515-536.12-12	$3,567	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-1515-536.12-00	($3,567)		
		421-1515-536.49-00	$258	4)COVER OTHER CHARGES&OBL	1793

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1515 - UTILITY SUPPORT SERVICES	01/30/2026	421-1515-536.52-00	($258)	JANUARY CLEANUP	1793
	04/28/2026	421-1515-536.12-12	$147	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		421-1515-536.12-00	($147)		
		421-1515-536.52-00	($700)	CUSTOMER REPAIR RESOLUTION# 2026-030	2875
		421-1515-536.49-00	$700		
	08/31/2026	421-1515-536.23-04	$27,068	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		421-1515-536.12-00	($27,068)		
4	**Total Budget Amendments/Transfers**		**Division 1515 Total**	**$0**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	10/14/2025	421-4010-536.56-15	$38,309	SAMSARA RESOLUTION# 2025-074	231
		421-4010-536.49-00	$326		
	11/01/2025	421-4010-536.31-01	$3,537	PO#77360 DELAPARTE & GIL RESOLUTION# 2025-089	833
		421-4010-536.31-00	$15,270	PO#78424 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.31-01	$13,440	PO#78979 GARNGANESE, WEIS RESOLUTION# 2025-089	833
		421-4010-536.34-00	$32,929	PO#82935 US GEOLOGICAL SU RESOLUTION# 2025-089	833
		421-4010-536.31-00	$11,808	PO#82974 STANTEC CNSLTNG RESOLUTION# 2025-089	833
		421-4010-536.34-00	($5,000)	11) REPLACE LAB ICE MAKER OCTOBER CLEANUP	631
		421-4010-536.46-00	$5,000		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	11/01/2025	421-4010-536.34-00	($8,950)	4)CLEARGOV BUDGET 50% UT OCTOBER CLEANUP	631
		421-4010-536.56-15	$8,950		
	12/01/2025	421-4010-536.73-00	($3,200)	7) AGENT FEES NOVEMBER CLEANUP	1084
		421-4010-536.49-00	$3,200		
		421-4010-536.49-00	$100	7) REDEMPTION FEES NOVEMBER CLEANUP	1084
		421-4010-536.73-00	($100)		
	12/09/2025	421-4010-581.91-01	$77,416	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
		421-4010-536.39-00	($77,416)		
	02/10/2026	421-4010-536.39-00	($59,400)	CAROLLO WRF SERVICES RESOLUTION# 2026-066	1983
		421-4010-536.39-00	($166,787)	TRANSFORMER PURCHASE RESOLUTION# 2026-023	1980
	04/14/2026	421-4010-581.91-24	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	2685
	04/28/2026	421-4010-536.39-00	($36,423)	SCIENS (ERP) 48.60% RESOLUTION# 2026-030	2875
		421-4010-536.34-00	$36,423		
	07/01/2026	421-4010-536.31-00	($9,932)	12) DEBTBOOK & SAMSARA	4143
		421-4010-536.56-15	$9,932		
	07/28/2026	421-4010-536.39-00	($119,819)	WFO REPLACEMENT DUMPTRUCK SEE 7/28 CLERK'S JOURNAL	4234
	08/01/2026	421-4010-536.31-00	($7,538)	18) PAY BILLS THRU YE JULY CLEANUP	4650
		421-4010-536.31-01	$7,538		
	08/11/2026	421-4010-536.39-00	($259,050)	BOOSTER STATION DEMO SEE 8/11 CLERK'S JOURNAL	4412

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4010 - WATER ADMINISTRATION	08/11/2026	421-4010-536.39-00	($177,859)	WFO GARAGE BAY DEMO SEE 8/11 CLERK'S JOURNAL	4413
	08/31/2026	421-4010-536.49-00	$8,529	6) LEAD & COPPER MAILING AUGUST CLEANUP	4781
		421-4010-536.48-00	($8,529)		
12	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$2,810,538**	
4011 - EMERGENCY/DISASTER SVS					
4011 - EMERGENCY/DISASTER SVS	06/09/2026	421-4011-525.56-15	$2,120	OFFLINE PRINTER RESOLUTION# 2026-041	3542
		421-4011-525.51-00	$688	P-CARD CHARGES - SUPPLIES RESOLUTION# 2026-041	3542
1	**Total Budget Amendments/Transfers**		**Division 4011 Total**	**$2,808**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	421-4020-536.31-03	$2,070	PO#79792 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		421-4020-536.31-03	$5,111	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
		421-4020-536.31-27	$245,419	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		421-4020-536.34-00	$8,900	PO#83275 BIO-TECH CONSULT RESOLUTION# 2025-089	833
		421-4020-536.46-00	$25,368	PO#83456 FLUID CONTROL SP RESOLUTION# 2025-089	833
		421-4020-536.56-15	$769	PO#83540 CDW GOVERNMENT RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/01/2025	421-4020-536.64-00	$17,423	PO#83875 VIABLE TECH RESOLUTION# 2025-089	833
		421-4020-536.46-02	$289,839	PO#83946 HAMILTON ROOFING RESOLUTION# 2025-089	833
		421-4020-536.63-07	$48,736	PO#84072 DAVE'S FENCE RESOLUTION# 2025-089	833
	01/12/2026	421-4020-536.62-00	($115,500)	5 HSP#1 EXHAUST FANS CORRECT EQUIPMENT ACCOUNT	1572
		421-4020-536.64-00	$115,500		
	01/13/2026	421-4020-536.64-15	$18,992	SCADA SERVER UPGRADE RESOLUTION# 2026-004	1561
	01/30/2026	421-4020-536.64-00	$37,276	2) SHORTFALL ON MAG METER JANUARY CLEANUP	1793
		421-4020-536.52-09	($37,276)		
		421-4020-536.12-12	$897	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-4020-536.12-00	($897)		
		421-4020-536.12-00	($43,926)	3) EMPLOYEE ENTERING DROP JANUARY CLEANUP	1793
		421-4020-536.13-00	$43,926		
		421-4020-536.52-02	$1,200	6) NEW EMPLOYEE JACKETS JANUARY CLEANUP	1793
		421-4020-536.52-00	($1,200)		
		421-4020-536.43-00	($5,701)	7)COVER CHARTER SHORTFALL JANUARY CLEANUP	1793
		421-4020-536.41-00	$5,701		
	02/10/2026	421-4020-536.64-00	$15,163	TRANSFORMER PURCH CONTING RESOLUTION# 2026-023	1980
		421-4020-536.64-00	$151,624	TRANSFORMER PURCHASE RESOLUTION# 2026-023	1980

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	04/28/2026	421-4020-536.31-03	($5,111)	TCR001 CHANGE ORDER SEE 4/28 CLERK'S JOURNAL	2910
		421-4020-536.31-27	$5,111		
	05/31/2026	421-4020-536.56-15	$20,000	1) MICROSOFT LICENSES MAY CLEANUP	3448
		421-4020-536.52-09	($20,000)		
		421-4020-536.52-09	($40,000)	3) OPERATING SHORTFALL MAY CLEANUP	3448
		421-4020-536.52-00	$40,000		
		421-4020-536.34-00	($2,000)	8)FLGISA ANNUAL CONFRENCE MAY CLEANUP	3448
		421-4020-536.40-00	$2,000		
	07/01/2026	421-4020-536.41-00	$6,523	1) DEMARC DEDICATED LINES JUNE CLEANUP	4143
		421-4020-536.43-00	($6,523)		
		421-4020-536.14-00	$75,000	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		421-4020-536.23-04	($75,000)		
		421-4020-536.12-12	$4,318		
		421-4020-536.12-00	($4,318)		
		421-4020-536.56-15	$10,000	8) SHORTFALL ON REQ#51663 JUNE CLEANUP	4143
		421-4020-536.46-00	($10,000)		
	07/14/2026	421-4020-536.34-00	($35,008)	CONTROLLER UPGRADES SEE 7/14 CLERK'S JOURNAL	4039
		421-4020-536.64-00	$54,000		
		421-4020-536.64-15	($18,992)		
		421-4020-536.52-09	($90,000)	COVER OPERATING THRU YE SEE 7/14 CLERK'S JOURNAL	4041
		421-4020-536.52-00	$90,000		
		421-4020-536.46-00	$30,000	GENERATOR REPAIRS-WELL#25 SEE 3/10 CLERK'S JOURNAL	4040

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	07/14/2026	421-4020-536.34-00	($30,000)	GENERATOR REPAIRS-WELL#25 SEE 3/10 CLERK'S JOURNAL	4040
	08/01/2026	421-4020-536.52-30	($4,000)	3) FDEP LICENSE FEE JULY CLEANUP	4650
		421-4020-536.49-00	$4,000		
	08/31/2026	421-4020-536.12-00	($501)	12) JORGE TINTI ACCRUAL AUGUST CLEANUP	4781
		421-4020-536.12-12	$501		
11	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$829,414**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	11/01/2025	421-4025-536.46-00	$37,504	PO#82598 GOODSON PAVING RESOLUTION# 2025-089	833
		421-4025-536.46-00	$5,952	PO#83647 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$47,501	PO#83791 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$32,521	PO#83982 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$22,694	PO#83992 CORE & MAIN RESOLUTION# 2025-089	833
		421-4025-536.46-00	$2,700	PO#84052 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-00	$6,491	PO#84056 FERGUSON ENTRPRS RESOLUTION# 2025-089	833
		421-4025-536.46-02	$4,694	PO#84068 TECH SYSTEMS INC RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4025 - WATER FIELD OPERATIONS	11/01/2025	421-4025-536.46-00	$7,674	PO#84073 CORE & MAIN RESOLUTION# 2025-089	833
		421-4025-536.64-00	$24,610	PO#84097 FLORIDA MASTER T RESOLUTION# 2025-089	833
		421-4025-536.56-15	$29,000	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4025-536.46-00	($29,000)		
	01/13/2026	421-4025-536.64-00	$11,535	WATER METER TEST BENCH RESOLUTION# 2026-004	1561
	01/30/2026	421-4025-536.12-12	$574	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-4025-536.12-00	($574)		
		421-4025-536.12-00	($363)	3)BI-LINGUAL PAY-HAS MEMO JANUARY CLEANUP	1793
		421-4025-536.15-00	$363		
	04/28/2026	421-4025-536.44-00	($5,000)	FL CITY GAS INCREASES RESOLUTION# 2026-030	2875
		421-4025-536.43-00	$5,000		
	07/01/2026	421-4025-536.12-12	$2,426	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		421-4025-536.12-00	($2,426)		
	07/28/2026	421-4025-536.64-00	$119,819	WFO REPLACEMENT DUMPTRUCK SEE 7/28 CLERK'S JOURNAL	4234
	08/01/2026	421-4025-536.52-07	$500	12)SUPPLIES & GATE REPAIR JULY CLEANUP	4650
		421-4025-536.53-00	($5,000)		
		421-4025-536.46-02	$4,500		
7	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$323,695**	
4055 - ENGINEERING					

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/01/2025	421-4055-536.31-03	$442,471	PO#82114 JACOBS GROUP INC RESOLUTION# 2025-089	833
		421-4055-536.63-00	$198,568	PO#82362 CHA CONSULTING RESOLUTION# 2025-089	833
		421-4055-536.63-00	$109,989	PO#82653 KIMLEY-HORN RESOLUTION# 2025-089	833
	01/13/2026	421-4055-536.63-00	($104,715)	INV #85385-03 ACRRUAL RESOLUTION# 2026-004	1561
	04/28/2026	421-4055-536.31-00	($3,448)	EXTRA COROLLO WORK RESOLUTION# 2026-030	2875
		421-4055-536.31-03	$3,448		
	07/01/2026	421-4055-536.31-03	$24,900	10) C/O CAROLLO PO#84217 JUNE CLEANUP	4143
		421-4055-536.31-00	($24,900)		
		421-4055-536.46-03	$1,000	11) VEHICLE REPAIR NEEDS JUNE CLEANUP	4143
		421-4055-536.31-00	($1,000)		
	08/11/2026	421-4055-536.34-00	$259,050	BOOSTER STATION DEMO SEE 8/11 CLERK'S JOURNAL	4412
		421-4055-536.34-00	$177,859	WFO GARAGE BAY DEMO SEE 8/11 CLERK'S JOURNAL	4413
	08/31/2026	421-4055-536.23-09	$255	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		421-4055-536.13-00	($255)		
6	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$1,083,222**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/01/2025	421-4120-536.46-00	$2,271	PO#83451 GRAYBAR ELECTRIC RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	11/01/2025	421-4120-536.34-00	$9,750	PO#83579 AERZEN USA CORP RESOLUTION# 2025-089	833
		421-4120-536.46-00	$18,290	PO#84046 THOMPSON PUMP & RESOLUTION# 2025-089	833
	01/13/2026	421-4120-536.64-00	$14,255	COMPRESSOR-BREAKERS-PLUGS RESOLUTION# 2026-004	1561
		421-4120-536.64-00	$14,178	UTILITY CART RESOLUTION# 2026-004	1561
	01/30/2026	421-4120-536.12-00	($1,158)	3) COVER ACCRUAL PAYOUT JANUARY CLEANUP	1793
		421-4120-536.12-12	$1,158		
		421-4120-536.46-00	($6,200)	5) RPLCMNT AIR COMPRESSOR JANUARY CLEANUP	1793
		421-4120-536.64-00	$6,200		
		421-4120-536.46-00	($60)	7)COVER CHARTER SHORTFALL JANUARY CLEANUP	1793
		421-4120-536.41-00	$60		
	02/10/2026	421-4120-536.31-03	$59,400	CAROLLO WRF SERVICES RESOLUTION# 2026-066	1983
	03/01/2026	421-4120-536.56-15	$4,000	1) TIME CLOCK & LAPTOPS FEBRUARY CLEANUP	2539
		421-4120-536.46-00	($4,000)		
		421-4120-536.44-00	$20,261	2) GENERATOR RENTAL FEBRUARY CLEANUP	2539
		421-4120-536.46-00	($20,261)		
	04/28/2026	421-4120-536.12-00	($15,987)	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		421-4120-536.12-12	$15,987		
		421-4120-536.46-02	($1,486)	COVER NEGATIVE BALANCE RESOLUTION# 2026-030	2875
		421-4120-536.56-15	$1,486		
		421-4120-536.46-02	($1,742)	SE GATE CAMERA RESOLUTION#	2875

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4120 - SELLERS PLANT	04/28/2026	421-4120-536.56-15	$1,742	2026-030	2875
		421-4120-536.46-00	($34,908)	2 UV NITRATE SENSORS RESOLUTION# 2026-030	2875
		421-4120-536.64-00	$34,908		
	07/01/2026	421-4120-536.40-00	($130)	4) EAST GATE CAM LICENSE JUNE CLEANUP	4143
		421-4120-536.56-15	$130		
	08/01/2026	421-4120-536.52-02	$505	14) CLEANUP ACCOUNTS JULY CLEANUP	4650
		421-4120-536.54-00	$190		
		421-4120-536.41-00	$200		
		421-4120-536.44-00	($895)		
		421-4120-536.55-00	($9,000)	4) ELECTRICITY COSTS JULY CLEANUP	4650
		421-4120-536.43-00	$9,000		
	08/25/2026	421-4120-536.31-00	($5,000)	ADDITIONAL MICRO-C NEEDS SEE 8/25 CLERK'S JOURNAL	4651
		421-4120-536.40-00	($4,000)		
		421-4120-536.55-00	($11,000)		
		421-4120-536.34-00	($9,000)		
		421-4120-536.44-00	($5,000)		
		421-4120-536.52-09	$44,000		
		421-4120-536.31-03	($10,000)		
	08/31/2026	421-4120-536.12-12	$49,058	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		421-4120-536.12-00	($50,852)		
		421-4120-536.12-12	$1,794	12)JOHNNY BEASLEY ACCRUAL AUGUST CLEANUP	4781
10	**Total Budget**		**Division 4120 Total**	**$118,144**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
	Amendments/Transfers				
4125 - SEWER FIELD OPERATIONS					
4125 - SEWER FIELD OPERATIONS	11/01/2025	421-4125-536.46-00	$29,720	PO#84093 BARNEY'S PUMPS RESOLUTION# 2025-089	833
		421-4125-536.56-15	$5,000	6) INFRAMAP/WATER LICENSE OCTOBER CLEANUP	631
		421-4125-536.46-00	($5,000)		
	01/13/2026	421-4125-536.64-15	$300,000	LIFTSTATION COMMS UPGRADE RESOLUTION# 2026-004	1561
	01/30/2026	421-4125-536.12-00	($121)	3)BI-LINGUAL PAY-HAS MEMO JANUARY CLEANUP	1793
		421-4125-536.15-00	$121		
	04/28/2026	421-4125-536.12-12	$368	ACCRUAL PAYOUT RESOLUTION# 2026-030	2875
		421-4125-536.12-00	($368)		
	05/31/2026	421-4125-536.46-00	($45,000)	6) VACCON TRUCK REPAIRS MAY CLEANUP	3448
		421-4125-536.46-03	$45,000		
	07/01/2026	421-4125-536.14-00	$45,906	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		421-4125-536.12-00	($45,906)		
	08/01/2026	421-4125-536.46-00	($12,100)	13) ELECTRICITY COSTS JULY CLEANUP	4650
		421-4125-536.44-00	($1,000)		
		421-4125-536.34-00	($500)		
		421-4125-536.53-00	($5,000)		
		421-4125-536.54-00	($500)		
		421-4125-536.49-00	($3,500)		
		421-4125-536.43-00	$25,000		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	08/01/2026	421-4125-536.31-03	($2,400)	13) ELECTRICITY COSTS JULY CLEANUP	4650
7	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$329,720**	
4700 - DEBT SERVICE					
4700 - DEBT SERVICE	10/14/2025	421-4700-591.71-35	($36,922)	SAMSARA RESOLUTION# 2025-074	231
		421-4700-591.72-35	($1,713)		
1	**Total Budget Amendments/Transfers**		**Division 4700 Total**	**($38,635)**	
20	**Total Budget Amendments/Transfers**		**WATER/SEWER FUND**	**$5,458,906**	
3570 - STORMWATER UTILITY					
3570 - STORMWATER UTILITY	10/14/2025	423-3570-538.63-00	($6,440)	FY 26 VEHICLE PURCHASES RESOLUTION# 2025-073	230
		423-3570-538.64-00	$6,440		
		423-3570-538.39-00	($1,610)	SAMSARA RESOLUTION# 2025-074	231
		423-3570-538.72-35	($130)		
		423-3570-538.56-15	$4,527		
		423-3570-538.71-35	($2,787)		
	11/01/2025	423-3570-538.31-00	$601	PO#77832 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$300		
		423-3570-538.34-00	$1	PO#80291 FUTURE HORIZONS RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#82065 BEEMATS LLC RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	11/01/2025	423-3570-538.34-00	$301	PO#82066 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#83266 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.34-00	$1	PO#83286 BEEMATS LLC RESOLUTION# 2025-089	833
		423-3570-538.63-00	$31,225	PO#83786 KIMLEY-HORN RESOLUTION# 2025-089	833
		423-3570-538.46-00	$4,600	PO#83978 EAST COAST FENCE RESOLUTION# 2025-089	833
		423-3570-538.46-00	$1,794	PO#83979 EAST COAST FENCE RESOLUTION# 2025-089	833
	12/09/2025	423-3570-581.91-01	$7,293	FUEL CANOPY REPLACEMENT RESOLUTION# 2025-093	1099
	01/13/2026	423-3570-538.63-00	$700	LONDON DITCH DESIGN RESOLUTION# 2026-004	1561
	04/28/2026	423-3570-538.39-00	($30,000)	EXTRA STORMWATER REPAIRS RESOLUTION# 2026-030	2875
		423-3570-538.46-00	$30,000		
		423-3570-538.34-00	$1,136	SCIENS (ERP) 1.51% RESOLUTION# 2026-030	2875
		423-3570-538.39-00	($1,136)		
	06/09/2026	423-3570-538.63-00	$28,800	LONDON DITCH DESIGN RESOLUTION# 2026-040	3544
		423-3570-538.39-00	($28,800)		
	07/01/2026	423-3570-538.27-00	$3,600	13)COVER SALARIES THRU YE JUNE CLEANUP	4143
		423-3570-538.13-00	$60,000		
		423-3570-538.12-00	($63,600)		

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
3570 - STORMWATER UTILITY	07/01/2026	423-3570-538.56-15	$400	6) COVER ACCOUNTS THRU YE JUNE CLEANUP	4143
		423-3570-538.46-00	$7,000		
		423-3570-538.43-00	$13,000		
		423-3570-538.31-00	($20,400)		
	08/25/2026	423-3570-538.46-03	$25,000	COVER ACCOUNTS THRU YE SEE 8/25 CLERK'S JOURNAL	4656
		423-3570-538.46-00	$32,000		
		423-3570-538.44-00	$3,000		
		423-3570-538.39-00	($60,000)		
	08/31/2026	423-3570-538.12-00	($349)	12)COVER SALARIES THRU YE AUGUST CLEANUP	4781
		423-3570-538.23-00	$101		
		423-3570-538.23-09	$248		
9	**Total Budget Amendments/Transfers**		**Division 3570 Total**	**$46,818**	
9	**Total Budget Amendments/Transfers**		**STORMWATER UTILITY**	**$46,818**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	04/14/2026	424-4010-581.91-21	$309,271	POOLED INTEREST FY22-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$309,271**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	424-4020-536.63-00	$105,720	PO#81086 CROM LLC RESOLUTION# 2025-089	833
		424-4020-536.63-07	$8,796	PO#83276 JACOBS GROUP INC	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4020 - DYAL PLANT	11/01/2025			RESOLUTION# 2025-089	
		424-4020-536.62-00	$7,187	PO#83465 JACOBS GROUP INC RESOLUTION# 2025-089	833
		424-4020-536.63-07	$615,322	PO#84075 JACOBS GROUP INC RESOLUTION# 2025-089	833
	12/01/2025	424-4020-536.64-00	$0	1) COMBINE PROJECTS NOVEMBER CLEANUP	1084
	01/13/2026	424-4020-536.63-00	$260,000	CAL-FLO POLYMER TANK RESOLUTION# 2026-004	1561
		424-4020-536.64-00	$153,000	JOCKEY HIGH SERVICE PUMPS RESOLUTION# 2026-004	1561
		424-4020-536.63-07	$200,458	REACTOR QUALIFIER 1 & 2 RESOLUTION# 2026-004	1561
		424-4020-536.63-00	$1,338,148		
		424-4020-536.62-00	$1,314	REMODEL OPS BUILDING RESOLUTION# 2026-004	1561
3	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$2,689,945**	
4025 - WATER FIELD OPERATIONS					
4025 - WATER FIELD OPERATIONS	02/10/2026	424-4025-536.63-63	$830,440	FY25 BUDGET ROLL FEDERAL RESOLUTION# 2026-009	1966
		424-4025-536.63-64	$93,425	FY25 BUDGET ROLL STATE RESOLUTION# 2026-009	1966
1	**Total Budget Amendments/Transfers**		**Division 4025 Total**	**$923,865**	
4055 - ENGINEERING					

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	10/14/2025	424-4055-536.63-00	$2,547,000	BANANA RIVER CONSTRUCTION RESOLUTION# 2025-071	228
		424-4055-536.63-00	$254,700	BANANA RIVER CONTINGENCY RESOLUTION# 2025-071	228
	10/17/2025	424-4055-536.63-00	$302,187	BANANA RIVER ENGINEERING RESOLUTION# 2025-072	229
	11/01/2025	424-4055-536.63-00	$25,661	PO#78454 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$106,454	PO#81190 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$10,568	PO#81348 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$1,016,607	PO#81414 WHARTON SMITH RESOLUTION# 2025-089	833
		424-4055-536.63-00	$43,715	PO#81898 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$35,922	PO#82104 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$2,864,132	PO#82211 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	$2,400,265	PO#82212 ATLANTIC DEVELOP RESOLUTION# 2025-089	833
		424-4055-536.63-00	$200,079	PO#82219 DRMP, INC RESOLUTION# 2025-089	833
		424-4055-536.63-00	$61,517	PO#82220 DRMP, INC RESOLUTION# 2025-089	833

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	11/01/2025	424-4055-536.63-00	$6,825	PO#82247 JACOBS ENGNRNG RESOLUTION# 2025-089	833
		424-4055-536.63-00	$22,777	PO#83234 KIMLEY-HORN RESOLUTION# 2025-089	833
		424-4055-536.63-00	$17,635	PO#83268 COROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$95,780	PO#83655 MCKIM & CREED RESOLUTION# 2025-089	833
		424-4055-536.63-00	$433,077	PO#83825 JACOBS ENGINEER RESOLUTION# 2025-089	833
		424-4055-536.63-00	$619,197	PO#83998 CAROLLO ENGINEER RESOLUTION# 2025-089	833
	01/13/2026	424-4055-536.63-00	$186,000	AC RAW WATER PIPLINE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$140,000	CAL-FLO POLYMER TANK RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$200,000	CAMP RD/US1 FORCEMAIN RPL RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$2,220,118	DYAL CO2 BULK REPLACEMENT RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$1,414,106	DYAL WELL #17 RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$826,825	ELEVATED TANK REPAIRS RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$271,792	FRIDAY RD - WINWARD PRSRV RESOLUTION# 2026-004	1561

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
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AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	01/13/2026	424-4055-536.63-00	$1,284,000	GW WASHWTR TANK RECOATING RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$195,638	OSAGE/ANG - COCOA LAKES RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$5,783,606	OZONE IMPROVEMENTS RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$2,500,000	PINEDA WATERMAIN CROSSING RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$1,912,358	PIPE INFRA ASSESS&REPLACE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	($194,134)	PO#81414 RETAINAGE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	($18,225)	PO#82211 RETAINAGE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	($63,371)	PO#82212 RETAINAGE RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$107,309	REPLACE LIFT STATION #19 RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$102,347	SEAWALL REPLACEMENT LS1 RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$2,149,050	SELLER SCADA ENGINEERING RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$77,000	TAYLOR CREEK RES PMP RPLC RESOLUTION# 2026-004	1561
		424-4055-536.63-00	$667	WT-63 REPLACEMENT OF DYAL RESOLUTION# 2026-004	1561

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4055 - ENGINEERING	02/10/2026	424-4055-536.63-00	$0	DYET22 BID B-26-01-COC RESOLUTION# 2026-065	1984
	03/01/2026	424-4055-536.63-00	$0	5) PRE-PROJECT DEMOLITION FEBRUARY CLEANUP	2539
	03/10/2026	424-4055-536.63-00	$0	CATALINA WATERMAIN SEE 3/10 CLERK'S JOURNAL	2306
	04/14/2026	424-4055-536.63-00	$3,477,834	DYAL CO2 REPLACEMENT RESOLUTION# 2026-027	2685
8	**Total Budget Amendments/Transfers**		**Division 4055 Total**	**$33,637,018**	
4120 - SELLERS PLANT					
4120 - SELLERS PLANT	11/01/2025	424-4120-536.64-15	$303,870	PO#83582 CAROLLO ENGINEER RESOLUTION# 2025-089	833
		424-4120-536.64-00	$281,963	PO#83999 CAROLLO ENGINEER RESOLUTION# 2025-089	833
	01/13/2026	424-4120-536.64-15	$52,106	MOTOR LOGIC CONTROL PANEL RESOLUTION# 2026-004	1561
		424-4120-536.64-00	$3,384	REPLACE AERATION BLOWER RESOLUTION# 2026-004	1561
		424-4120-536.63-00	$1,000,000		
		424-4120-536.64-15	$463,507	REPLACE MCC 7 & 8 RESOLUTION# 2026-004	1561
		424-4120-536.64-15	$528,113	SCADA MIGRATION RESOLUTION# 2026-004	1561
2	**Total Budget Amendments/Transfers**		**Division 4120 Total**	**$2,632,943**	
4125 - SEWER FIELD OPERATIONS					

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
4125 - SEWER FIELD OPERATIONS	11/01/2025	424-4125-536.63-00	$262,540	PO#83951 DANUS UTILITIES RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 4125 Total**	**$262,540**	
9	**Total Budget Amendments/Transfers**		**RENEWAL & REPLACE FUND**	**$40,455,582**	
4010 - WATER ADMINISTRATION					
4010 - WATER ADMINISTRATION	04/14/2026	425-4010-581.91-21	$109,208	POOLED INTEREST FY20-25 RESOLUTION# 2026-025	2684
1	**Total Budget Amendments/Transfers**		**Division 4010 Total**	**$109,208**	
1	**Total Budget Amendments/Transfers**		**W/S RESTRICTED ASSETS**	**$109,208**	
4020 - DYAL PLANT					
4020 - DYAL PLANT	11/01/2025	427-4020-536.31-36	$3,408	PO#82308 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-37	$38,332		
		427-4020-536.31-34	$25,555		
		427-4020-536.31-35	$12,778		
		427-4020-536.31-34	$1,227,095	PO#83151 HDR ENGINEERING RESOLUTION# 2025-089	833
		427-4020-536.31-36	$163,614		
		427-4020-536.31-37	$1,840,641		
		427-4020-536.31-35	$613,547		
1	**Total Budget Amendments/Transfers**		**Division 4020 Total**	**$3,924,970**	

FY 2026 EXPENSE BUDGET TRACKING WORKSHEET
EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF 8/31/2026

Div Description	Transaction Date	Account Formatted	Transaction Amount	Resolution # / Description of Transfer or Amendment	Group Number
1	**Total Budget Amendments/Transfers**		**TCR/SJR PROJECT**	**$3,924,970**	
1801 - HUMAN RESOURCES					
1801 - HUMAN RESOURCES	11/01/2025	520-1801-513.31-00	$19,358	PO#83116 UNITED SELF INS RESOLUTION# 2025-089	833
1	**Total Budget Amendments/Transfers**		**Division 1801 Total**	**$19,358**	
1	**Total Budget Amendments/Transfers**		**WORKERS COMPENSATION FUND**	**$19,358**	

91 Transfers & Amendments Between Oct 1, 2025 and Aug 31, 2026

FY 2026 Total Transfer & Amendments $61,653,845

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: Expense Budget Tracking Worksheet
Run by: Zoie R. Badalov

Date: 09/14/2026

CITY COUNCIL AGENDA ITEM

Memo Date:	September 8, 2026
Agenda Date:	September 22, 2026
File ID:	2026-801
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	None

BACKGROUND:

The following reports for the period ending August 31st, 2026 (FY26) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This August 2026 (FY26) report is unaudited and preliminary.

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 the 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 the 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 the 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

PRIORITY AREA CONNECTION:
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
None

RECOMMENDED MOTION:
Informational Item Only

FY 2026 Budget by Classification Report - Summary Listing

8/31/2026

Target for August 2026 is 92%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 17,178,672	$ -	$ 17,455,201	$ (276,529)	102%
OTHER PERMITS AND FEES	$ 6,487,002	$ -	$ 6,374,137	$ 112,865	98%
INTERGOVERNMENTAL	$ 3,207,209	$ -	$ 2,418,808	$ 788,401	75%
CHARGES FOR SERVICES	$ 8,158,428	$ -	$ 8,037,301	$ 121,127	99%
FINES AND FORFEITURES	$ 30,000	$ -	$ 41,308	$ (11,308)	138%
MISCELLANEOUS	$ 768,564	$ -	$ 3,342,990	$ (2,574,426)	435%
****OTHER SOURCES (NON-REVENUE)**	$ 25,673,374	$ -	$ 17,985,542	$ 7,687,832	70%
REVENUE TOTALS	**$ 61,503,249**	**$ -**	**$ 55,655,286**	**$ 5,847,963**	**90%**
EXPENSE					
SALARIES AND BENEFITS	$ 32,184,684	$ -	$ 26,217,036	$ 5,967,648	81%
OPERATING EXPENDITURES	$ 19,602,982	$ 2,683,867	$ 13,829,190	$ 3,089,925	71%
CAPITAL OUTLAY	$ 6,113,339	$ 1,411,676	$ 3,043,884	$ 1,657,779	50%
GRANTS, AIDS AND OTHER	$ 329,768	$ 17,230	$ 90,861	$ 221,677	28%
NON-OPERATING USES	$ 3,272,476	$ -	$ 3,150,037	$ 122,439	96%
EXPENSE TOTALS	**$ 61,503,249**	**$ 4,112,772**	**$ 46,331,009**	**$ 11,059,468**	**82%**
REVENUE TOTALS	**$ 61,503,249**	**$ -**	**$ 55,655,286**	**$ 5,847,963**	**90%**
EXPENSE TOTALS	**$ 61,503,249**	**$ 4,112,772**	**$ 46,331,009**	**$ 11,059,468**	**82%**
	$ -	**$ (4,112,772)**	**$ 9,324,277**	**$ (5,211,505)**	

*Unaudited

**Fund Balance is a budgeted revenue, not actual revenue.

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	1,075,389	.00		11,829,279	12,988,075.77	110	12,904,672	83,403.77-
20 00	DELINQUENT TAXES	1,250	2,632.43-	211	13,750	1,699.09	12	15,000	13,300.91
25 00	PENALTIES RE: TAXES	1,666	3,571.12	214	18,326	61,604.40	336	20,000	41,604.40-
30 00	TAX CERTIFICATES	0	.00		200,000	394,259.28	197	200,000	194,259.28-
311 **	AD VALOREM	1,078,305	938.69		12,061,355	13,445,638.54	112	13,139,672	305,966.54-
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	35,333	28,655.13	81	388,663	516,281.73	133	424,000	92,281.73-
312 **	SALES USE AND FUEL TAXES	35,333	28,655.13	81	388,663	516,281.73	133	424,000	92,281.73-
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	183,333	257,835.50	141	2,016,663	2,169,337.26	108	2,200,000	30,662.74
30 00	WATER-COCOA	40,000	42,097.37	105	440,000	460,951.69	105	480,000	19,048.31
40 00	GAS	4,583	10,940.64	239	50,413	57,135.97	113	55,000	2,135.97-
80 00	PROPANE	2,500	1,850.72	74	27,500	23,704.26	86	30,000	6,295.74
314 **	UTILITY SERVICE TAX	230,416	312,724.23	136	2,534,576	2,711,129.18	107	2,765,000	53,870.82
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	58,333	57,384.54	98	641,663	633,500.64	99	700,000	66,499.36
315 **	COMMUNICATION SERVICE TAX	58,333	57,384.54	98	641,663	633,500.64	99	700,000	66,499.36
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,500	24,111.64	193	137,500	148,651.29	108	150,000	1,348.71
316 **	LOCAL BUSINESS TAX	12,500	24,111.64	193	137,500	148,651.29	108	150,000	1,348.71
310 ***	TAXES	1,414,887	423,814.23		15,763,757	17,455,201.38		17,178,672	276,529.38-
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
10 00	TRAINING SURCHARGE	0	.00		0	.00		0	.00
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	154,500	196,482.34	127	1,699,500	1,613,532.57	95	1,854,000	240,467.43
40 00	GAS	8,333	17,853.60	214	91,663	103,511.21	113	100,000	3,511.21-
70 00	SOLID WASTE	32,325	33,054.31	102	355,575	355,928.86	100	387,906	31,977.14
323 **	FRANCHISE FEES	195,158	247,390.25	127	2,146,738	2,072,972.64	97	2,341,906	268,933.36
324	IMPACT FEES								
32 00	TRANSP IMPACT FEE-COMMRCL	0	.00		0	.00		0	.00
324 **	IMPACT FEES	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	315,174	.00		3,466,914	3,799,094.83	110	3,782,096	16,998.83-
22 02	F ASSMNT DELINQ TAXES	250	514.94	206	2,750	1,065.29-	39	3,000	4,065.29
22 03	F ASSMNT PENALTIES	416	954.42	229	4,576	11,789.15	258	5,000	6,789.15-
22 04	F ASSMNT TAX CERTS	11,666	.00		128,326	183,417.30	143	140,000	43,417.30-
22 *	FIRE PROTECTION	327,506	1,469.36		3,602,566	3,993,235.99	111	3,930,096	63,139.99-
325 **	SPECIAL ASSESSMENT	327,506	1,469.36		3,602,566	3,993,235.99	111	3,930,096	63,139.99-
329	OTHER PERMITS & FEES								
10 00	INSPECTION FEES	0	.00		0	.00		0	.00
10 01	FIRE INSPECTION FEES	2,000	12,535.00	627	22,000	20,720.00	94	24,000	3,280.00
10 02	FIRE INSPEC FEE-PDCS CHGS	3,416	23,797.50	697	37,576	52,173.25	139	41,000	11,173.25-
10 *	INSPECTION FEES	5,416	36,332.50	671	59,576	72,893.25	122	65,000	7,893.25-
25 00	PLANNING AND ZONING	4,166	17,351.64	417	45,826	129,029.56	282	50,000	79,029.56-
25 01	PLANNING CONS FEES	8,333	29,041.00	349	91,663	106,005.11	116	100,000	6,005.11-
25 02	FIRE PLAN REVIEW FEE-PDCS	0	.00		0	.00		0	.00
25 *	PLANNING AND ZONING	12,499	46,392.64	371	137,489	235,034.67	171	150,000	85,034.67-
329 **	OTHER PERMITS & FEES	17,915	82,725.14	462	197,065	307,927.92	156	215,000	92,927.92-
320 ***	OTHER PERMITS & FEES	540,579	331,584.75		5,946,369	6,374,136.55		6,487,002	112,865.45
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 19	JAG 2020-DJ-BX-0410	0	.00		0	.00		0	.00
20 22	JAG 21-GG-01363	0	.00		0	.00		0	.00
20 23	BULLET PROOF VEST 2021	0	.00		0	.00		0	.00
20 24	VOCA-2022-COCOA PD-00181	0	.00		0	.00		0	.00
20 25	JAG 2022-22-GG-02810	0	.00		0	.00		0	.00
20 26	BULLET PROOF VEST 2022	0	.00		0	.00		0	.00
20 27	VOCA-2023-COCOA PD-00042	0	.00		0	.00		0	.00
20 28	JAG 2023-23-GG-03233	0	.00		0	.00		0	.00
20 29	BULLET PROOF VEST 2023	0	.00		0	.00		0	.00
20 30	VOCA-2024-COCOA PD-00273	0	.00		0	.00		0	.00
20 31	BULLET PROOF VEST 2024	715	.00		5,005	1,789.50	36	5,717	3,927.50
20 32	JAG 2024-24-GG-04542	1,752	.00		12,264	13,536.08	110	14,012	475.92
20 33	VOCA-2025-COCOA PD-00181	8,172	.00		99,444	57,146.32	58	107,616	50,469.68
20 34	VOCA-2026-COCOA PD-00149	0	.00		0	.00		0	.00
20 35	BULLET PROOF VEST 2025	3,226	.00		9,678	.00		12,902	12,902.00
20 36	JAG 2025-25-GG-02953	9,080	.00		9,080	.00		18,159	18,159.00
20 *	PUBLIC SAFETY	22,945	.00		135,471	72,471.90	54	158,406	85,934.10

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
39	12	USDA/FOREST SVC 26866	0	.00		0	.00		0	.00
50	01	FEDERAL DISASTER REIMB	0	.00		0	210,662.25		0	210,662.25-
70	02	AFRICAN AM MUSE-GR2111	0	.00		0	.00		0	.00
331	**	FEDERAL GRANTS	22,945	.00		135,471	283,134.15	209	158,406	124,728.15-
333		PAYMENT IN LIEU OF TAXES								
90	00	HOUSING AUTHORITY	0	.00		0	.00		0	.00
333	**	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334		STATE GRANT								
10	15	FL CYBERSECURITY	0	.00		0	.00		0	.00
50	01	STATE DISASTER REIMB	0	.00		0	63,619.43		0	63,619.43-
50	55	RESILIENT FL-FDEP 24PLN48	0	.00		0	86,245.50-		0	86,245.50
50	*	ECONOMIC ENVIRONMENT	0	.00		0	22,626.07-		0	22,626.07
70	11	HTMOORE RESTOR-GR23HM	0	.00		0	.00		0	.00
334	**	STATE GRANT	0	.00		0	22,626.07-		0	22,626.07
335		STATE SHARED REVENUES								
12	00	STATE REVENUE SHARING	66,416	114,008.24	172	730,576	758,125.45	104	797,000	38,874.55
12	20	8TH CNT MUNICIPAL GAS TAX	13,333	23,803.43	179	146,663	160,340.81	109	160,000	340.81-
12	*	STATE REVENUE SHARING	79,749	137,811.67	173	877,239	918,466.26	105	957,000	38,533.74
14	00	MOBILE HOME LICENSES	2,500	5,880.25	235	27,500	28,404.43	103	30,000	1,595.57
15	00	ALCOHOLIC BEVERAGE	2,083	3,132.42	150	22,913	26,702.45	117	25,000	1,702.45-
18	00	LOCAL GOVERNMENT 1/2 CENT	119,927	115,241.08	96	1,319,197	1,140,316.48	86	1,439,125	298,808.52
21	00	FIREFIGHTER SUPPLEMENTAL	1,583	.00		17,413	14,846.06	85	19,000	4,153.94
29	21	POL PEN STATE CONTR	23,088	.00		253,968	.00		277,059	277,059.00
29	22	FIRE PEN STATE CONTR	19,840	.00		218,240	.00		238,090	238,090.00
29	*	OTHER PUBLIC SAFETY	42,928	.00		472,208	.00		515,149	515,149.00
41	00	FUEL TAX REFUNDS	2,083	1,241.11-	60	22,913	29,563.96	129	25,000	4,563.96-
335	**	STATE SHARED REVENUES	250,853	260,824.31	104	2,759,383	2,158,299.64	78	3,010,274	851,974.36
337		GRANTS FROM LOCAL UNITS								
20	04	BC EMS GRANT REALITI PLUS	1,422	.00		7,110	.00		8,529	8,529.00
30	21	FIND BV-CO-23-159 WTRF P1	0	.00		0	.00		0	.00
60	00	HUMAN SERVICES	0	.00		0	.00		0	.00
70	01	PROVOST PARK NFC EQUIP	2,500	.00		27,500	.00		30,000	30,000.00
337	**	GRANTS FROM LOCAL UNITS	3,922	.00		34,610	.00		38,529	38,529.00

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
338		SHARED REVENUE LOCAL UNIT								
	10 06	SR524 Widening	0	.00		0	.00		0	.00
	10 08	BREVARD COUNTY E911 ILA	0	.00		0	.00		0	.00
	10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338	**	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	277,720	260,824.31		2,929,464	2,418,807.72		3,207,209	788,401.28
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
	30 00	ADMINISTRATIVE FEES	0	.00		0	.00		0	.00
	31 00	ADMIN FEES STORMWATER	0	.00		0	.00		0	.00
	40 00	CERTIFY/COPY/SEARCH	8,333	15,027.85	180	91,663	127,018.75	139	100,000	27,018.75-
	90 12	PASSPORT EXECUTION FEES	250	350.00	140	2,750	3,010.00	110	3,000	10.00-
341	**	GENERAL GOVERNMENT	8,583	15,377.85	179	94,413	130,028.75	138	103,000	27,028.75-
342		PUBLIC SAFETY								
	10 00	SVC CHG - LAW ENF SERVICE	13,333	1,950.00	15	146,663	81,875.00	56	160,000	78,125.00
	10 02	SCHOOL RES OFFICER	24,833	77,000.00	310	273,163	300,500.00	110	298,000	2,500.00-
	10 *	SVC CHG - LAW ENF SERVICE	38,166	78,950.00	207	419,826	382,375.00	91	458,000	75,625.00
	20 00	SVC CHG - FIRE PROTECTION	2,916	.00		32,076	25,775.00	80	35,000	9,225.00
	90 00	OTHER PUBLIC SAFETY	0	.00		0	.00		0	.00
	90 01	FALSE ALARM FEES	466	.00		5,126	4,020.00	78	5,600	1,580.00
	90 *	OTHER PUBLIC SAFETY	466	.00		5,126	4,020.00	78	5,600	1,580.00
342	**	PUBLIC SAFETY	41,548	78,950.00	190	457,028	412,170.00	90	498,600	86,430.00
343		PHYSICAL ENVIRONMENT								
	37 10	BREVARD COUNTY	55,439	60,159.22	109	609,829	594,491.36	98	665,275	70,783.64
	37 11	ROCKLEDGE	31,557	32,075.52	102	347,127	349,624.70	101	378,695	29,070.30
	37 12	SUN LAKE	383	384.82	101	4,213	4,315.59	102	4,606	290.41
	37 13	CLNY PK-M.I.UTIL CO.	213	211.58	99	2,343	2,345.57	100	2,559	213.43
	37 16	COCOA BEACH	11,514	11,625.68	101	126,654	127,957.93	101	138,173	10,215.07
	37 17	CAPE CANAVERAL	10,661	11,231.82	105	117,271	123,910.71	106	127,938	4,027.29
	37 18	TITUSVILLE	428	.00		4,708	3,498.19	74	5,143	1,644.81
	37 *	WATER BILLING SERVICES	110,195	115,688.64	105	1,212,145	1,206,144.05	100	1,322,389	116,244.95
	39 01	SERVICE CHARGES	75,000	64,781.30	86	825,000	744,046.62	90	900,000	155,953.38
	39 03	ADMIN CHARGES	41,666	45,090.00	108	458,326	505,156.00	110	500,000	5,156.00-
	39 04	PENALTIES	60,000	61,696.30	103	660,000	604,522.08	92	720,000	115,477.92

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
39	05	NSF CHECKS	3,333	6,987.22	210	36,663	75,038.19	205	40,000	35,038.19-
39	13	HIGH CONSUMP CHGS	1,250	2,235.00	179	13,750	21,525.00	157	15,000	6,525.00-
39	*	WATER OTHER INCOME	181,249	180,789.82	100	1,993,739	1,950,287.89	98	2,175,000	224,712.11
41	10	SOLID WASTE	243,791	282,107.79	116	2,681,701	3,001,403.45	112	2,925,500	75,903.45-
41	20	RECYCLING REVENUE	34,000	36,351.56	107	374,000	400,853.25	107	408,000	7,146.75
41	30	GREEN WASTE	38,750	61,110.25	158	426,250	673,800.91	158	465,000	208,800.91-
41	*	GARBAGE COLLECTION	316,541	379,569.60	120	3,481,951	4,076,057.61	117	3,798,500	277,557.61-
45	10	BILLING FEE - WASTE MGMT	0	.00		0	.00		0	.00
46	10	EARNED NOT BILLED	0	.00		0	.00		0	.00
90	01	FDOT MEDIAN MAINT	5,210	846.00	16	57,310	47,743.50	83	62,530	14,786.50
90	03	FDOT MNT SIGNAL/HWY LIGHT	10,867	.00		119,537	134,320.33	112	130,409	3,911.33-
90	*	OTHER PHYSICAL ENVIRON	16,077	846.00	5	176,847	182,063.83	103	192,939	10,875.17
343	**	PHYSICAL ENVIRONMENT	624,062	676,894.06	109	6,864,682	7,414,553.38	108	7,488,828	74,274.62
347		CULTURE/RECREATION								
20	10	GAZEBO-PAVILLION RENTAL	25	135.00	540	275	1,314.00	478	300	1,014.00-
20	11	SERVICE FEES	650	50.00	8	7,150	9,003.50	126	7,800	1,203.50-
20	*	PARKS & RECREATION	675	185.00	27	7,425	10,317.50	139	8,100	2,217.50-
39	10	PORCHER HOUSE - REVENUES	833	1,637.50	197	9,163	9,425.00	103	10,000	575.00
39	11	TENANT MAINTENANCE FEES	100	590.61	591	1,100	1,645.41	150	1,200	445.41-
39	20	COCOA CIVIC CENTER	1,083	1,295.00	120	11,913	18,000.00	151	13,000	5,000.00-
39	30	RIVERFRONT PARK	291	550.00	189	3,201	2,724.00	85	3,500	776.00
39	*	OTHER CULTURAL SERVICES	2,307	4,073.11	177	25,377	31,794.41	125	27,700	4,094.41-
40	05	SPECIAL EVENT PERMITS	2,083	450.00	22	22,913	32,175.00	140	25,000	7,175.00-
50	10	EVENT FEES	391	.00		4,301	4,500.00	105	4,700	200.00
50	30	ADVERTISING/SPONSORSHIPS	83	.00		913	250.00	27	1,000	750.00
50	50	MISC FURNISHINGS	125	270.00	216	1,375	1,512.00	110	1,500	12.00-
50	*	SPECIAL REC FACILITIES	599	270.00	45	6,589	6,262.00	95	7,200	938.00
347	**	CULTURE/RECREATION	5,664	4,978.11	88	62,304	80,548.91	129	68,000	12,548.91-
340	***	CHARGES FOR SERVICES	679,857	776,200.02		7,478,427	8,037,301.04		8,158,428	121,126.96
350		FINES AND FORFEITURES								
351		JUDGMENTS AND FINES								
90	00	OTHER	2,500	2,128.51	85	27,500	41,307.80	150	30,000	11,307.80-
351	**	JUDGMENTS AND FINES	2,500	2,128.51	85	27,500	41,307.80	150	30,000	11,307.80-
350	***	FINES AND FORFEITURES	2,500	2,128.51		27,500	41,307.80		30,000	11,307.80-

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								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	8,333	3,816.12	46	91,663	29,060.51	32	100,000	70,939.49
10 02	INVESTMENT INTEREST	16,666	72,368.26	434	183,326	912,270.15	498	200,000	712,270.15-
10 10	FLORIDA PRIME INTEREST	0	135,100.30		0	1,308,238.08		0	1,308,238.08-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	24,999	211,284.68	845	274,989	2,249,568.74	818	300,000	1,949,568.74-
30 00	NET INC/DEC FMV INVESTMNT	0	13,788.61-		0	50,329.08-		0	50,329.08
35 01	AMERICAN TOWER	46	.00		506	555.59	110	556	.41
35 02	ATT CELL TWR 14386094	1,281	.00		14,091	15,373.12	109	15,374	.88
35 03	ATT CELL TOWER 382218	30	27.38	91	330	338.59	103	366	27.41
35 04	LAMAR BILLBOARD	27	.00		297	297.37	100	324	26.63
35 05	SPRINT CELL TOWER	480	.00		5,280	.00		5,766	5,766.00
35 06	LEASE - TMOBILE A2C0020A	8	23.31	291	88	102.53	117	103	.47
35 07	LEASE - TMOBILE A2C0555A	156	308.59	198	1,716	1,718.88	100	1,873	154.12
35 *	MISCELLANEOUS INTEREST	2,028	359.28	18	22,308	18,386.08	82	24,362	5,975.92
40 00	GAIN/(LOSS) SALE INVEST	0	2,638.24-		0	7,943.55-		0	7,943.55
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	2,638.24-		0	7,943.55-		0	7,943.55
361 **	INTEREST & OTHER EARNINGS	27,027	195,217.11	722	297,297	2,209,682.19	743	324,362	1,885,320.19-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	0	.00		0	35,330.43		0	35,330.43-
39 01	AMERICAN TOWER	0	.00		0	.00		0	.00
39 02	ATT CELL TWR 14386094	0	.00		0	.00		0	.00
39 03	ATT CELL TOWER 382218	0	.00		0	.00		0	.00
39 04	LAMAR BILLBOARD	0	.00		0	.00		0	.00
39 05	SPRINT CELL TOWER	0	.00		0	.00		0	.00
39 06	TMOBILE CELL TWR A2C0020A	0	.00		0	.00		0	.00
39 07	TMOBILE CELL TWR A2C0555A	0	.00		0	.00		0	.00
39 10	PORCHER HOUSE-TENANTS	583	1,178.61	202	6,413	15,672.21	244	7,000	8,672.21-
39 20	CIVIC CENTER-TENANTS	658	660.00	100	7,238	7,260.00	100	7,900	640.00
39 *	RENTALS AND LEASES	1,241	1,838.61	148	13,651	22,932.21	168	14,900	8,032.21-
362 **	RENT AND ROYALTIES	1,241	1,838.61	148	13,651	58,262.64	427	14,900	43,362.64-
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	400.00		0	400.00-
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	17,713.97		0	17,713.97-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	18,113.97		0	18,113.97-

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
365		SALE SURPLUS MTRLS &SCRAP								
	00 00	SALE SURPLUS MTRLS &SCRAP	0	.00		0	1,241.10		0	1,241.10-
365	**	SALE SURPLUS MTRLS &SCRAP	0	.00		0	1,241.10		0	1,241.10-
366		CONTRIBUTIONS & DONATIONS								
	00 00	CONTRIBUTIONS & DONATIONS	0	.00		0	3,400.00		0	3,400.00-
	10 10	CONTRIBS FOR K-9	228	.00		912	.00		1,139	1,139.00
	10 14	REPLACEMENT TREES	0	.00		0	.00		0	.00
	10 *	DONATIONS-PRIVATE SOURCES	228	.00		912	.00		1,139	1,139.00
366	**	CONTRIBUTIONS & DONATIONS	228	.00		912	3,400.00	373	1,139	2,261.00-
368		PENSION CONTRIBUTIONS								
	00 00	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
368	**	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
	90 00	OTHER MISC REVENUES	41,478	9,594.91	23	165,734	699,593.87	422	207,211	492,382.87-
	90 02	POLICE SECURITY SERVICES	0	.00		0	.00		0	.00
	90 03	CODE ENF ABATE/DEMO REV	12,594	580.00	5	138,534	135,045.85	98	151,132	16,086.15
	90 04	MISC. POLICE REVENUES	1,527	16.00	1	16,797	3,089.04	18	18,325	15,235.96
	90 05	INVESTIGATIVE COSTS REIM	4,082	4,867.12	119	44,902	44,375.02	99	48,995	4,619.98
	90 09	PROPERTY REGISTRATION	166	400.00	241	1,826	7,200.00	394	2,000	5,200.00-
	90 12	LEISURE SVCS -CANCEL FEES	41	.00		451	993.00	220	500	493.00-
	90 *	OTHER MISC REVENUES	59,888	15,458.03	26	368,244	890,296.78	242	428,163	462,133.78-
	96 00	INSURANCE REFUND/PROCEEDS	0	5,350.63		0	161,993.37		0	161,993.37-
369	**	OTHER MISC REVENUES	59,888	20,808.66	35	368,244	1,052,290.15	286	428,163	624,127.15-
360	***	MISCELLANEOUS REVENUES	88,384	217,864.38		680,104	3,342,990.05		768,564	2,574,426.05-
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
	91 03	TRF FROM CDBG (103)	0	.00		0	.00		0	.00
	91 04	TFR FROM HOME (104)	0	.00		1,116	1,116.00	100	1,116	.00
	91 07	TRF FROM BUILDING (107)	0	.00		3,366	3,366.00	100	3,366	.00
	91 10	TRF FROM COCOA CRA (110)	12,500	12,500.00	100	225,500	225,500.00	100	238,000	12,500.00
	91 11	TRF FROM DIAMOND SQ (111)	0	.00		0	.00		0	.00
	91 14	TRF FROM ARPA (130)	0	.00		5,661	5,660.93	100	5,661	.07
	91 20	TRF FROM DBT SVC (201)	0	.00		20,455	20,454.52	100	20,455	.48
	91 21	TRF FROM W/S FUND (421)	0	.00		77,416	77,416.00	100	77,416	.00
	91 23	TRF FROM STORMWATER (423)	0	.00		7,293	7,293.00	100	7,293	.00
	91 25	TRF FROM W/S REST (425)	0	.00		0	.00		0	.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
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 30	TRF FROM CAP PROJ (301)	0	.00		0	.00		0	.00
91 31	TRF FROM FISKE BV (303)	0	.00		0	.00		0	.00
91 34	TRF DAY SLIPS/REVET (304)	0	.00		0	.00		0	.00
91 41	TRF FROM CONFISC (141)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	12,500	12,500.00	100	340,807	340,806.45	100	353,307	12,500.55
94 21	TRANS FR 421 OH ALLOC	709,883	709,883.08	100	7,808,714	7,808,713.88	100	8,518,597	709,883.12
94 23	TRANS FR 423 OH ALLOC	24,451	24,451.17	100	268,963	268,962.87	100	293,414	24,451.13
94 *	INTERFUND TRANSFER	734,334	734,334.25	100	8,077,677	8,077,676.75	100	8,812,011	734,334.25
381 **	INTERFUND TRANSFER	746,834	746,834.25	100	8,418,484	8,418,483.20	100	9,165,318	746,834.80
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	721,497	721,496.50	100	7,936,462	7,936,461.50	100	8,657,958	721,496.50
40 01	6% PILOFF	148,236	148,236.08	100	1,630,597	1,630,596.88	100	1,778,833	148,236.12
40 *	CONTRIBUTIONS (ROI)	869,733	869,732.58	100	9,567,059	9,567,058.38	100	10,436,791	869,732.62
382 **	CONTRIBUTIONS ENTERPRISE	869,733	869,732.58	100	9,567,059	9,567,058.38	100	10,436,791	869,732.62
383	INSTLMT PURCH/CAP LEASE								
10 33	POSTAGE MACHINE	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
389	NON OPERATING SOURCES								
90 00	NON OPERATING SOURCES	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	862,146	.00		5,209,117	.00		6,071,265	6,071,265.00
99 *	BALANCE FORWARD	862,146	.00		5,209,117	.00		6,071,265	6,071,265.00
389 **	NON OPERATING SOURCES	862,146	.00		5,209,117	.00		6,071,265	6,071,265.00
380 ***	OTHER SOURCES(NON-REV)	2,478,713	1,616,566.83		23,194,660	17,985,541.58		25,673,374	7,687,832.42
FUND TOTAL	GENERAL FUND	5,482,640	3,628,983.03		56,020,281	55,655,286.12		61,503,249	5,847,962.88
GRAND TOTAL		5,482,640	3,628,983.03		56,020,281	55,655,286.12		61,503,249	5,847,962.88

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	86390	77974.32	90	993661	849927.12	86	.00	1080117	230189.88	79
11 **	EXECUTIVE SALARIES	86390	77974.32	90	993661	849927.12	86	.00	1080117	230189.88	79
12-00	REGULAR SALARIES & WAGES	1133249	1100520.73	97	13571228	12338384.93	91	.00	14704592	2366207.07	84
12-06	SPECIAL DETAIL	16543	2688.00	16	179810	96232.00	54	.00	196363	100131.00	49
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	43773	2940.58	7	231935	275711.52	119	.00	275716	4.48	100
12 **	REGULAR SALARIES & WAGES	1193565	1106149.31	93	13982973	12710328.45	91	.00	15176671	2466342.55	84
13-00	OTHER SALARIES & WAGES	130669	97025.10	74	1195129	1106621.35	93	.00	1325856	219234.65	84
13 **	OTHER SALARIES & WAGES	130669	97025.10	74	1195129	1106621.35	93	.00	1325856	219234.65	84
14-00	OVERTIME	152578	73280.13	48	1124295	1203904.84	107	.00	1276937	73032.16	94
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	152578	73280.13	48	1124295	1203904.84	107	.00	1276937	73032.16	94
15-00	SPECIAL PAY	66643	40434.80	61	478145	470697.25	98	.00	544819	74121.75	86
15 **	SPECIAL PAY	66643	40434.80	61	478145	470697.25	98	.00	544819	74121.75	86
20-00	CLOTHING/SHOE ALLOWANCE	2662	.00	0	29282	20526.47	70	.00	31985	11458.53	64
20 **	CLOTHING/SHOE ALLOWANCE	2662	.00	0	29282	20526.47	70	.00	31985	11458.53	64
21-00	FICA TAXES	131910	104802.69	80	1299544	1232626.53	95	.00	1431588	198961.47	86
21 **	FICA TAXES	131910	104802.69	80	1299544	1232626.53	95	.00	1431588	198961.47	86
22-00	RETIREMENT CONTRIBUTIONS	133950	109232.19	82	1431724	1303081.26	91	.00	1565802	262720.74	83
22-01	POLICE PENSION	262586	226823.42	86	2888446	2695569.35	93	.00	3151039	455469.65	86
22-02	STATE CONTRIBUTIONS	42928	.00	0	472208	.00	0	.00	515149	515149.00	0
22-03	NON-FRS RETIREMENT PLAN	3263	3026.72	93	35893	34162.82	95	.00	39170	5007.18	87
22 **	RETIREMENT CONTRIBUTIONS	442727	339082.33	77	4828271	4032813.43	84	.00	5271160	1238346.57	77

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
23-00	INSURANCES	4542	3489.32	77	36011	36905.99	103	.00	40694	3788.01	91
23-02	MEDICARE PART B	46677	28343.60	61	513447	446082.80	87	.00	560133	114050.20	80
23-04	MEDICAL	303521	281137.76	93	3495451	2942251.98	84	.00	3799100	856848.02	77
23-05	HEALTH GF RETIREES 50%	7289	5119.90	70	80179	58878.85	73	.00	87477	28598.15	67
23-06	HEALTH GF RETIREES 100%	21306	17407.66	82	234366	184464.12	79	.00	255683	71218.88	72
23-07	DENTAL INSURANCE	15809	12754.88	81	171907	135885.18	79	.00	187871	51985.82	72
23-08	VISION INSURANCE	2649	2213.75	84	28887	23544.54	82	.00	31665	8120.46	74
23-09	LONG TERM DISABILITY	3595	3679.48	102	39165	38985.55	100	.00	42893	3907.45	91
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	0	.00	0	0	.00	0	.00	0	.00	0
23 **	INSURANCES	405388	354146.35	87	4599413	3866999.01	84	.00	5005516	1138516.99	77
24-00	WORKER'S COMPENSATION	64837	66686.27	103	709464	531972.73	75	.00	774436	242463.27	69
24 **	WORKER'S COMPENSATION	64837	66686.27	103	709464	531972.73	75	.00	774436	242463.27	69
25-00	UNEMPLOYMENT COMPENSATION	1500-	.00	0	4497	.00	0	.00	3000	3000.00	0
25 **	UNEMPLOYMENT COMPENSATION	1500-	.00	0	4497	.00	0	.00	3000	3000.00	0
27-00	BENEFIT OFFSET	22682	17350.00	77	239904	190618.92	80	.00	262599	71980.08	73
27 **	BENEFIT OFFSET	22682	17350.00	77	239904	190618.92	80	.00	262599	71980.08	73
28-00	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
28 **	PER SVC OVERHEAD ALLOC	0	.00	0	0	.00	0	.00	0	.00	0
31-00	PROFESSIONAL SERVICES	228178	76938.54	34	1350823	772261.50	57	429687.58	1579050	377100.92	76
31-01	LEGAL FEES	62245	39496.93	64	534695	346001.14	65	245453.86	596955	5500.00	99
31-02	MEDICAL SERVICES	4976	2239.00	45	54736	43456.90	79	11895.10	59720	4368.00	93
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	2016	.00	0	22176	24163.56	109	.00	24200	36.44	100
31-11	USDA MANAGE FOREST GRANT	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
31-15	AFRICAN AM MUSE-GR2111	0	.00	0	0	.00	0	.00	0	.00	0
31-16	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
31-17	RESILIENT FL-FDEP 24PLN48	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	38750	40759.32	105	426250	399674.02	94	65325.98	465000	.00	100
31 **	PROFESSIONAL SERVICES	336165	159433.79	47	2388680	1585557.12	66	752362.52	2724925	387005.36	86
32-00	ACCOUNTING & AUDITING	6500	.00	0	71500	76000.00	106	.00	78000	2000.00	97
32 **	ACCOUNTING & AUDITING	6500	.00	0	71500	76000.00	106	.00	78000	2000.00	97
34-00	CONTRACT SERVICES	191545	160811.98	84	1899282	1330783.75	70	380358.02	2090882	379740.23	82
34-03	SOLID WASTE CONTRACT	294137	.00	0	3235507	3028822.21	94	.00	3529649	500826.79	86
34-07	JANITORIAL CONTRACT SVS	333	.00	0	3663	.00	0	.00	4000	4000.00	0
34-09	MOWING CONTRACTS	43833	95459.63	218	482163	420947.48	87	62971.72	526000	42080.80	92
34-23	JAG 2022-22-GG-02810	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	529848	256271.61	48	5620615	4780553.44	85	443329.74	6150531	926647.82	85
39-00	CONTINGENCY	1713	.00	0	102458	.00	0	.00	104183	104183.00	0
39-01	CONTINGENCY - FY21	0	.00	0	0	.00	0	.00	0	.00	0
39-02	CONTINGENCY - FY22	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
39-20	FUEL, OIL & LUBRICANTS	0	.00	0	0	.00	0	.00	0	.00	0
39 **	CONTINGENCY	1713	.00	0	102458	.00	0	.00	104183	104183.00	0
40-00	TRAVEL & PER DIEM	2666	4962.87	186	79990	33268.58	42	1490.00	82735	47976.42	42
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40-22	JAG-21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
40-23	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL & PER DIEM	2666	4962.87	186	79990	33268.58	42	1490.00	82735	47976.42	42
41-00	COMMUNICATION	34006	25158.47	74	319960	261937.64	82	82932.57	354036	9165.79	97

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
41-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
41 **	COMMUNICATION	34006	25158.47	74	319960	261937.64	82	82932.57	354036	9165.79	97
42-00	POSTAGE & FREIGHT	67234	49946.62	74	571685	502989.53	88	78617.59	639027	57419.88	91
42 **	POSTAGE & FREIGHT	67234	49946.62	74	571685	502989.53	88	78617.59	639027	57419.88	91
43-00	ELECTRIC/WATER/SEWER	121645	149680.52	123	1106429	815869.89	74	324736.60	1228104	87497.51	93
43 **	ELECTRIC/WATER/SEWER	121645	149680.52	123	1106429	815869.89	74	324736.60	1228104	87497.51	93
44-00	RENTALS AND LEASES	15615	7166.21	46	87715	35320.98	40	11162.22	103366	56882.80	45
44 **	RENTALS AND LEASES	15615	7166.21	46	87715	35320.98	40	11162.22	103366	56882.80	45
45-00	INSURANCE	83194	.00	0	915134	846072.78	93	.00	998330	152257.22	85
45 **	INSURANCE	83194	.00	0	915134	846072.78	93	.00	998330	152257.22	85
46-00	REPAIRS & MAINTENANCE	75751	72786.22	96	995600	762006.31	77	143948.62	1071414	165459.07	85
46-01	SMALL TOOLS	0	.00	0	0	.00	0	.00	0	.00	0
46-02	REPAIR/MAINT BUILDING	112193	27785.47	25	497806	286308.03	58	263983.75	609998	59706.22	90
46-03	REPAIR/MAINT-VEHICLES	18830	28161.21	150	434055	334970.49	77	5015.94	452972	112985.57	75
46-04	HTMOORE RESTOR-GR23HM	0	.00	0	0	.00	0	.00	0	.00	0
46-05	HYDRANT FEES	23416	23205.90	99	257576	255264.90	99	.00	281000	25735.10	91
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	230190	151938.80	66	2185037	1638549.73	75	412948.31	2415384	363885.96	85
47-00	PRINTING & BINDING	5137	11612.81	226	155449	111287.73	72	46244.61	160655	3122.66	98
47 **	PRINTING & BINDING	5137	11612.81	226	155449	111287.73	72	46244.61	160655	3122.66	98
48-00	PROMOTIONAL ACTIVITIES	6629	6466.38	98	73219	36509.45	50	.00	79915	43405.55	46
48-01	JAG 24-GG-04542	0	.00	0	0	.00	0	.00	0	.00	0
48-11	BUSINESS ASSIST. PROGRAM	41	.00	0	451	99.28	22	.00	500	400.72	20
48 **	PROMOTIONAL ACTIVITIES	6670	6466.38	97	73670	36608.73	50	.00	80415	43806.27	46
49-00	OTHER CHARGES & OBLIG.	24469	6110.51	25	262767	100933.51	38	160487.21	287343	25922.28	91

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
49-02	ADVERTISING	124	.00	0	1364	.00	0	.00	1500	1500.00	0
49-06	BROWNFIELD PROG CITY COST	321	.00	0	3721	.00	0	.00	4050	4050.00	0
49-07	BAD DEBT EXPENSE	0	490.24-	0	0	24703.46-	0	.00	0	24703.46	0
49-08	CASH OVER/SHORT	0	.01	0	0	10.72	0	.00	0	10.72-	0
49-21	PD INVESTIGATIVE FUNDS	3313	.00	0	24143	27460.00	114	.00	27460	.00	100
49-23	COM CRIME PREV (SPOT)	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	28227	5620.28	20	291995	103700.77	36	160487.21	320353	56165.02	83
51-00	OFFICE SUPPLIES	1817	1293.61	71	44683	16913.78	38	.00	46634	29720.22	36
51-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
51 **	OFFICE SUPPLIES	1817	1293.61	71	44683	16913.78	38	.00	46634	29720.22	36
52-00	OPERATING SUPPLIES	93152	56561.12	61	1398486	1106530.10	79	94337.47	1491780	290912.43	81
52-02	UNIFORMS-PURCHASED	7960	5901.11	74	95882	42771.54	45	56065.37	103855	5018.09	95
52-05	EMS 1st RESP-CONSUM SUPP	6500	11465.94	176	71500	36593.40	51	23800.55	78009	17615.05	77
52-06	SAFETY/FIRST AID SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-07	JANITORIAL SUPPLIES	387-	5006.44	1294-	45743	31392.63	69	.00	45388	13995.37	69
52-10	HEATING FUEL	524	2042.50	390	5664	5074.26	90	882.74	6188	231.00	96
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	.00	0	0	.00	0	.00	0	.00	0
52-26	BULLET PROOF VEST 2022	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL, OIL, & LUBRICANTS	25760	60582.77	235	292666	232600.71	80	4108.67	318514	81804.62	74
52-33	EMPLOYEE HEALTH CENTER	17083	16195.09	95	187913	131675.59	70	73324.41	205000	.00	100
52-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
52-36	FIREHOUSE SUBS - E-BIKES	0	.00	0	0	.00	0	.00	0	.00	0
52-37	JAG 23-GG-03233	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
52-38	BULLET PROOF VEST 2023	0	.00	0	0	.00	0	.00	0	.00	0
52-39	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
52-40	BULLET PROOF VEST 2024	1374	.00	0	10059	11433.00	114	.00	11433	.00	100
52-41	BULLET PROOF VEST 2025	6452	.00	0	19356	.00	0	25804.00	25804	.00	100
52 **	OPERATING SUPPLIES	158418	157754.97	100	2127269	1598071.23	75	278323.21	2285971	409576.56	82
53-00	ROAD MATERIALS/SUPPLIES	5722	10036.34	175	62942	67882.36	108	3309.94	68675	2517.30-	104
53 **	ROAD MATERIALS/SUPPLIES	5722	10036.34	175	62942	67882.36	108	3309.94	68675	2517.30-	104
54-00	MEMBERSHIP/PUBLICATIONS	3055	814.74	27	82503	65645.74	80	.00	85690	20044.26	77
54 **	MEMBERSHIP/PUBLICATIONS	3055	814.74	27	82503	65645.74	80	.00	85690	20044.26	77
55-00	TRAINING	13024	12278.75	94	193029	115891.91	60	11679.63	206182	78610.46	62
55-01	EDA PROGRAM	833	1871.83	225	9163	6388.39	70	.00	10000	3611.61	64
55-02	P/F HS RECRUITMENT	1704	.00	0	8520	.00	0	.00	10222	10222.00	0
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	0	.00	0	0	.00	0	.00	0	.00	0
55-36	VOCA-2023-COCOA PD-00042	0	.00	0	0	.00	0	.00	0	.00	0
55 **	TRAINING	15561	14150.58	91	210712	122280.30	58	11679.63	226404	92444.07	59
56-15	IT-RELATED OPERATING EXP	208231	128993.34	62	1223062	1130680.01	92	76242.95	1431405	224482.04	84
56-16	FL CYBERSECURITY	0	.00	0	0	.00	0	.00	0	.00	0
56-42	JAG 2025-25-GG-02953	9080	.00	0	9080	.00	0	.00	18159	18159.00	0
56 **	TECHNOLOGY SYSTEMS	217311	128993.34	59	1232142	1130680.01	92	76242.95	1449564	242641.04	83
57-99	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
57 **	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
58-97	LABOR	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

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
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	26820	.00	0	214560	.00	0	.00	241379	241379.00	0
61 **	LAND	26820	.00	0	214560	.00	0	.00	241379	241379.00	0
62-00	BUILDINGS	37299	.00	0	368996	259336.02	70	76210.49	406300	70753.49	83
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	37299	.00	0	368996	259336.02	70	76210.49	406300	70753.49	83
63-00	INFRASTRUCTURE	19659	.00	0	494922	11765.45	2	472728.25	514595	30101.30	94
63-07	IMPROVE OTHER THAN BLDG	60467	40119.91	66	425253	165844.99	39	158739.91	485717	161132.10	67
63-13	FIND BV-CO-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
63-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
63-15	FIND BV-CO-21-152 DRGPII	0	.00	0	0	.00	0	.00	0	.00	0
63-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
63-17	FIND BV-CO-23-159 WTRF P1	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	80126	40119.91	50	920175	177610.44	19	631468.16	1000312	191233.40	81
64-00	MACHINERY AND EQUIPMENT	351101	63202.00	18	3268908	2315614.97	71	185057.60	3620054	1119381.43	69
64-04	BC EMS GRANT REALITI PLUS	1589	.00	0	7945	8881.71	112	.00	9529	647.29	93
64-07	NFC GRANT PROVOST PK	26025	.00	0	288982	.00	0	311045.04	315000	3954.96	99
64-15	IT HARDWARE	110868	.00	0	409899	282441.31	69	207894.29	520765	30429.40	94
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64-34	LEASED POSTAGE METER	0	.00	0	0	.00	0	.00	0	.00	0
64-60	SBITA - INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	489583	63202.00	13	3975734	2606937.99	66	703996.93	4465348	1154413.08	74
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0

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
71-30	LEASE - COPIERS	3940	.00	0	49325	43406.14	88	9858.55	53265	.31	100
71-33	LEASED POSTAGE METER	382	.00	0	4202	3434.17	82	1159.84	4595	.99	100
71-60	SBITA - ESRI SGEA	2284	.00	0	25124	.00	0	.00	27416	27416.00	0
71-61	SBITA - VERTEKS	2202	.00	0	24222	.00	0	.00	26430	26430.00	0
71-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
71-63	SBITA - CLEARGOV	88-	.00	0	89	.00	0	.00	0	.00	0
71-64	SBITA - VECTOR TGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
71-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
71-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-67	SBITA - SOCRATA (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
71-68	SBITA - KRONOS TELSTFF	314	.00	0	3454	.00	0	.00	3771	3771.00	0
71-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71-70	SBITA - DEBTBOOK	215	.00	0	2365	.00	0	.00	2590	2590.00	0
71-72	SBITA - BRIGHTLY ASSET	2068	.00	0	22748	24820.21	109	.00	24821	.79	100
71 **	DEBT SERVICE - PRINCIPAL	11317	.00	0	131529	71660.52	55	11018.39	142888	60209.09	58
72-30	LEASE - COPIERS	526	.00	0	4208	3620.82	86	1116.01	4737	.17	100
72-33	LEASED POSTAGE METER	35	.00	0	385	330.71	86	95.12	426	.17	100
72-60	SBITA - ESRI SGEA	82	.00	0	902	.00	0	.00	985	985.00	0
72-61	SBITA - VERTEKS	37	.00	0	407	.00	0	.00	451	451.00	0
72-62	SBITA - VERTEKS 5-9	0	.00	0	0	.00	0	.00	0	.00	0
72-63	SBITA - CLEARGOV	13-	.00	0	5	.00	0	.00	0	.00	0
72-64	SBITA - VECTOR TRGT SOL	0	.00	0	0	.00	0	.00	0	.00	0
72-65	SBITA - NEOGOV	0	.00	0	0	.00	0	.00	0	.00	0
72-66	SBITA - BRAZOS (TYLR)	0	.00	0	0	.00	0	.00	0	.00	0
72-67	SBITA - SCORATA (TYLR)	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
72-68	SBITA - KRONOS TELSTFF	2	.00	0	22	.00	0	.00	30	30.00	0
72-69	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
72-70	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
72-72	SBITA - BRIGHTLY ASSET	74	.00	0	814	891.29	110	.00	892	.71	100
72 **	DEBT SERVICE - INTEREST	743	.00	0	6743	4842.82	72	1211.13	7521	1467.05	81
73-00	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
73 **	OTHER DEBT SVC COSTS	0	.00	0	0	.00	0	.00	0	.00	0
81-00	AIDS TO GOVT AGENCY	0	.00	0	0	.00	0	.00	0	.00	0
81 **	AIDS TO GOVT AGENCY	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 **	AID 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	30000	.00	0	120000	.00	0	.00	150000	150000.00	0
83-11	UPSTART COCOA PROGRAM	2706	.00	0	26646	14358.02	54	5000.00	29359	10000.98	66
83 **	OTHER GRANTS & AIDS	32706	.00	0	146646	14358.02	10	5000.00	179359	160000.98	11
91-03	TO CDBG (103)	0	.00	0	0	.00	0	.00	0	.00	0
91-04	TO HOME (104)	0	.00	0	0	.00	0	.00	0	.00	0
91-07	TO BLDG PERM(107)	0	.00	0	0	.00	0	.00	0	.00	0
91-08	TO SEC 108 LOAN (108)	0	.00	0	0	.00	0	.00	0	.00	0
91-10	TO COCOA CRA (110)	0	.00	0	1387299	1387299.00	100	.00	1387299	.00	100
91-11	TO DIAMOND SQ (111)	0	.00	0	423308	423308.00	100	.00	423308	.00	100
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	122340	122339.32	100	1339434	1339430.00	100	.00	1461869	122439.00	92
91-21	TO 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

FUND 001 GENERAL FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
91-25	TO RESTRCTD ASSET (425)	0	.00	0	0	.00	0	.00	0	.00	0
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-32	TO RVRFRNT/LWP (302)	0	.00	0	0	.00	0	.00	0	.00	0
91-33	TO FISKE CAP PROJ (303)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	122340	122339.32	100	3150041	3150037.00	100	.00	3272476	122439.00	96
FUND 001	TOTAL *********										
	GENERAL FUND	5370179	3643894.47	68	56129570	46331009.25	83	4112772.20	61503249	11059467.55	82
GRAND	TOTAL *********										
		5370179	3643894.47	68	56129570	46331009.25	83	4112772.20	61503249	11059467.55	82



FY 2026 Budget by Classification Report - Summary Listing

8/31/2026

Target for August 2026 is 92%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 83,328,643	$ -	$ 77,605,964	$ 5,722,679	93%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 356,185	$ -	$ 1,318,848	$ (962,663)	370%
*OTHER SOURCES (NON-REVENUE)	$ 20,031,729	$ -	$ 418,478	$ 19,613,251	2%
REVENUE TOTALS	**$ 103,716,557**	**$ -**	**$ 79,343,289**	**$ 24,373,268**	**77%**
EXPENSE					
SALARIES AND BENEFITS	$ 22,206,001	$ -	$ 16,806,007	$ 5,399,994	76%
OPERATING EXPENDITURES	$ 28,178,493	$ 5,746,316	$ 19,661,469	$ 2,770,708	70%
CAPITAL OUTLAY	$ 2,573,193	$ 353,949	$ 962,891	$ 1,256,353	37%
GRANTS, AIDS AND OTHER	$ 492,870	$ 36,140	$ 454,240	$ 2,490	92%
NON-OPERATING USES	$ 50,266,000	$ -	$ 48,173,382	$ 2,092,618	96%
EXPENSE TOTALS	**$ 103,716,557**	**$ 6,136,405**	**$ 86,057,988**	**$ 11,522,164**	89%
REVENUE TOTALS	**$ 103,716,557**	**$ -**	**$ 79,343,289**	**$ 24,373,268**	**77%**
EXPENSE TOTALS	**$ 103,716,557**	**$ 6,136,405**	**$ 86,057,988**	**$ 11,522,164**	**89%**
**	$ -	$ (6,136,405)	$ (6,714,699)	$ 12,851,104	

*Fund Balance is a budgeted revenue, not actual revenue.

**Unaudited

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
	30 02	FDEM H0477 LS#1	0	.00		0	.00		0	.00
	50 01	FEDERAL DISASTER REIMB	0	.00		0	30,575.49		0	30,575.49-
331	**	FEDERAL GRANTS	0	.00		0	30,575.49		0	30,575.49-
334		STATE GRANT								
	50 01	STATE DISASTER REIMB	0	.00		0	30,422.39		0	30,422.39-
334	**	STATE GRANT	0	.00		0	30,422.39		0	30,422.39-
337		GRANTS FROM LOCAL UNITS								
	30 00	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	60,997.88		0	60,997.88-
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	30 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	31 00	WATER SALES	5,817,256	6,020,335.03	104	63,989,816	64,306,833.19	101	69,807,082	5,500,248.81
	33 00	WATER CONNECTION FEE	47,267	66,641.02	141	519,937	763,826.07	147	567,211	196,615.07-
	36 00	WATER HYDRANT FEES	354,133	381,471.07	108	3,895,463	4,248,566.37	109	4,249,602	1,035.63
	39 06	HYDRANT RESID FLOW TEST	141	1,800.00	1277	1,551	14,400.00	928	1,696	12,704.00-
	39 07	BACKFLOW DEVICE TEST	12,808	20,961.81	164	140,888	228,724.18	162	153,700	75,024.18-
	39 08	JUMPER METERS	61	400.00	656	671	2,200.00	328	742	1,458.00-
	39 09	PLAN REVIEW/CONST INSPECT	1,060	4,500.00	425	11,660	52,500.00	450	12,720	39,780.00-
	39 10	BACKFLOW PRV/RLCT TEMP	44	205.42	467	484	2,359.62	488	530	1,829.62-
	39 *	WATER OTHER INCOME	14,114	27,867.23	197	155,254	300,183.80	193	169,388	130,795.80-
	51 00	SEWER SALES	671,643	702,677.16	105	7,388,073	7,561,407.78	102	8,059,722	498,314.22
	51 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	51 *	SEWER SALES	671,643	702,677.16	105	7,388,073	7,561,407.78	102	8,059,722	498,314.22
	53 02	SEWER CONN INDIAN HILLS	0	.00		0	.00		0	.00
	59 01	GREASE TRAP PERMITS	547	922.68	169	6,017	8,953.69	149	6,572	2,381.69-
	60 00	REUSE WATER SALES	38,470	34,991.73	91	423,170	405,816.72	96	461,646	55,829.28
	60 01	REUSE WATER INSTALLATION	618	3,010.00	487	6,798	10,376.00	153	7,420	2,956.00-
	60 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
	60 *	REUSE WATER SALES	39,088	38,001.73	97	429,968	416,192.72	97	469,066	52,873.28
	90 10	OTHER EARNED NOT BILLED	0	.00		0	.00		0	.00
343	**	PHYSICAL ENVIRONMENT	6,944,048	7,237,915.92	104	76,384,528	77,605,963.62	102	83,328,643	5,722,679.38
340	***	CHARGES FOR SERVICES	6,944,048	7,237,915.92		76,384,528	77,605,963.62		83,328,643	5,722,679.38

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	2,046.74		0	20,921.90		0	20,921.90-
10 02	INVESTMENT INTEREST	25,000	93,339.62	373	275,000	995,952.96	362	300,000	695,952.96-
10 10	FLORIDA PRIME INTEREST	0	30,818.79		0	320,840.23		0	320,840.23-
10 11	INTEREST/CBOS	0	.00		0	.00		0	.00
10 *	INTEREST	25,000	126,205.15	505	275,000	1,337,715.09	486	300,000	1,037,715.09-
30 00	NET INC/DEC FMV INVESTMNT	0	75,587.53-		0	277,066.86-		0	277,066.86
40 00	GAIN/(LOSS) SALE INVEST	0	14,444.01-		0	50,067.38-		0	50,067.38
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	14,444.01-		0	50,067.38-		0	50,067.38
361 **	INTEREST & OTHER EARNINGS	25,000	36,173.61	145	275,000	1,010,580.85	368	300,000	710,580.85-
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
362 **	RENT AND ROYALTIES	108	.00		1,188	1,300.00	109	1,300	.00
364	DISPOSITION FIXED ASSETS								
00 00	DISPOSITION FIXED ASSETS	0	.00		0	18,864.10-		0	18,864.10
10 00	GAIN/(LOSS)SALE OF F/A	0	.00		0	145,748.73		0	145,748.73-
364 **	DISPOSITION FIXED ASSETS	0	.00		0	126,884.63		0	126,884.63-
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		2,915	25,328.32	869	3,180	22,148.32-
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		2,915	25,328.32	869	3,180	22,148.32-
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	1,319.69	31	47,388	48,478.52	102	51,705	3,226.48
90 06	SETTLEMENTS	0	.00		0	.00		0	.00
90 *	OTHER MISC REVENUES	4,308	1,319.69	31	47,388	48,478.52	102	51,705	3,226.48
96 00	INSURANCE REFUND/PROCEEDS	0	.00		0	106,275.83		0	106,275.83-
369 **	OTHER MISC REVENUES	4,308	1,319.69	31	47,388	154,754.35	327	51,705	103,049.35-
360 ***	MISCELLANEOUS REVENUES	29,681	37,493.30		326,491	1,318,848.15		356,185	962,663.15-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
91 24	RENEW & REPLACE (424)	0	.00		309,271	309,270.53	100	309,271	.47
91 25	TRF FROM W/S REST (425)	0	.00		109,208	109,207.12	100	109,208	.88
91 26	TRF FROM W/S 2018B (426)	0	.00		0	.00		0	.00
91 27	TRF FROM W/S RESRVS (425)	0	.00		0	.00		0	.00
91 42	W/S IMPACT FEE (422)	0	.00		0	.00		0	.00
91 52	TRF FROM WORK COMP (520)	0	.00		0	.00		0	.00
91 *	TRANSFER FROM	0	.00		418,479	418,477.65	100	418,479	1.35
381 **	INTERFUND TRANSFER	0	.00		418,479	418,477.65	100	418,479	1.35
383	INSTLMT PURCH/CAP LEASE								
10 00	LEASE PROCEEDS	0	.00		0	.00		0	.00
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
30 01	SRF LOAN PROCEEDS	0	.00		0	.00		0	.00
85 00	CAP CONTRIB PRIVATE SRCS	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	1,909,974	.00		17,703,264	.00		19,613,250	19,613,250.00
99 *	BALANCE FORWARD	1,909,974	.00		17,703,264	.00		19,613,250	19,613,250.00
389 **	NON OPERATING SOURCES	1,909,974	.00		17,703,264	.00		19,613,250	19,613,250.00
380 ***	OTHER SOURCES(NON-REV)	1,909,974	.00		18,121,743	418,477.65		20,031,729	19,613,251.35
FUND TOTAL	WATER/SEWER FUND	8,883,703	7,275,409.22		94,832,762	79,404,287.30		103,716,557	24,312,269.70
GRAND TOTAL		8,883,703	7,275,409.22		94,832,762	79,404,287.30		103,716,557	24,312,269.70

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
11-00	EXECUTIVE SALARIES	15912	14648.00	92	175032	158599.28	91	.00	190947	32347.72	83
11 **	EXECUTIVE SALARIES	15912	14648.00	92	175032	158599.28	91	.00	190947	32347.72	83
12-00	REGULAR SALARIES & WAGES	1012861	831282.05	82	11725026	9467418.62	81	.00	12737939	3270520.38	74
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	31365	501.45	2	49440	31735.47	64	.00	80795	49059.53	39
12-15	SETTLEMENT WAGES	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1044226	831783.50	80	11774466	9499154.09	81	.00	12818734	3319579.91	74
13-00	OTHER SALARIES & WAGES	59091	42119.49	71	636638	540951.67	85	.00	695755	154803.33	78
13 **	OTHER SALARIES & WAGES	59091	42119.49	71	636638	540951.67	85	.00	695755	154803.33	78
14-00	OVERTIME	120581	75001.89	62	963673	959427.66	100	.00	1084307	124879.34	89
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	120581	75001.89	62	963673	959427.66	100	.00	1084307	124879.34	89
15-00	SPECIAL PAY	53	35.00	66	424	415.23	98	.00	484	68.77	86
15 **	SPECIAL PAY	53	35.00	66	424	415.23	98	.00	484	68.77	86
20-00	CLOTHING/SHOE ALLOWANCE	3224	471.64	15	35464	28473.37	80	.00	38725	10251.63	74
20 **	CLOTHING/SHOE ALLOWANCE	3224	471.64	15	35464	28473.37	80	.00	38725	10251.63	74
21-00	FICA TAXES	92170	72088.92	78	1013870	837711.91	83	.00	1106070	268358.09	76
21 **	FICA TAXES	92170	72088.92	78	1013870	837711.91	83	.00	1106070	268358.09	76
22-00	RETIREMENT CONTRIBUTIONS	168536	139694.82	83	1853896	1699928.72	92	.00	2022483	322554.28	84
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	565	520.56	92	6215	5899.52	95	.00	6787	887.48	87
22 **	RETIREMENT CONTRIBUTIONS	169101	140215.38	83	1860111	1705828.24	92	.00	2029270	323441.76	84
23-00	INSURANCES	2202	2340.00	106	24102	24893.87	103	.00	26338	1444.13	95
23-02	RETIREES OTHER INSURANCES	14288	8166.80	57	157168	125820.40	80	.00	171466	45645.60	73
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
23-04	MEDICAL	254284	218112.08	86	2886784	2317228.26	80	.00	3141104	823875.74	74
23-05	HEALTH RETIREES 50%	1682	1535.97	91	18502	12287.76	66	.00	20187	7899.24	61
23-06	HEALTH RETIREES 100%	5607	4089.82	73	61677	44988.02	73	.00	67285	22296.98	67
23-07	DENTAL INSURANCE	11848	9059.64	77	130328	96241.53	74	.00	142220	45978.47	68
23-08	VISION INSURANCE	2001	1562.50	78	22011	16631.70	76	.00	24060	7428.30	69
23-09	LONG TERM DISABILITY	2730	2676.28	98	28750	28496.36	99	.00	31538	3041.64	90
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	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 **	INSURANCES	294642	247543.09	84	3329322	2666587.90	80	.00	3624198	957610.10	74
24-00	WORKER'S COMPENSATION	36073	36527.17	101	396803	285502.77	72	.00	432911	147408.23	66
24 **	WORKER'S COMPENSATION	36073	36527.17	101	396803	285502.77	72	.00	432911	147408.23	66
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	118.62	1	.00	10000	9881.38	1
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	9163	118.62	1	.00	10000	9881.38	1
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14550	11800.00	81	160050	123235.96	77	.00	174600	51364.04	71
27 **	BENEFIT OFFSET	14550	11800.00	81	160050	123235.96	77	.00	174600	51364.04	71
31-00	PROFESSIONAL SERVICES	48156	45255.40	94	700891	181721.84	26	372481.00	749068	194865.16	74
31-01	LEGAL EXPENSES	13646	5714.00	42	110872	7451.80	7	27062.21	124515	90000.99	28
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	184844	196033.50	106	1951668	1498432.62	77	512599.40	2136522	125489.98	94
31-27	TCR PROJECT-COCOA	23163	1527.50	7	227370	30671.20	14	219858.48	250530	.32	100
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	269809	248530.40	92	2990801	1718277.46	58	1132001.09	3260635	410356.45	87

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
32-00	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
32 **	ACCOUNTING & AUDITING	0	.00	0	0	.00	0	.00	0	.00	0
34-00	CONTRACT SERVICES	383738	70030.34	18	2242043	1555068.19	69	598886.73	2625811	471856.08	82
34-09	MOWING CONTRACTS	0	.00	0	0	.00	0	.00	0	.00	0
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	383738	70030.34	18	2242043	1555068.19	69	598886.73	2625811	471856.08	82
39-00	CONTINGENCY	163148-	.00	0	914384	.00	0	.00	751246	751246.00	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	163148-	.00	0	914384	.00	0	.00	751246	751246.00	0
40-00	TRAVEL AND PER DIEM	208-	727.00	350-	15299	7884.90	52	.00	15114	7229.10	52
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	208-	727.00	350-	15299	7884.90	52	.00	15114	7229.10	52
41-00	COMMUNICATION	20721	23574.97	114	205445	179716.36	88	43702.63	226208	2789.01	99
41 **	COMMUNICATION	20721	23574.97	114	205445	179716.36	88	43702.63	226208	2789.01	99
42-00	FREIGHT & POSTAGE SERVICE	972	45.90	5	10692	3382.84	32	.00	11710	8327.16	29
42 **	FREIGHT & POSTAGE SERVICE	972	45.90	5	10692	3382.84	32	.00	11710	8327.16	29
43-00	ELECTRIC/WATER/SEWER	223336	153157.14	69	2303163	1710012.56	74	853352.44	2526510	36855.00-	102
43 **	ELECTRIC/WATER/SEWER	223336	153157.14	69	2303163	1710012.56	74	853352.44	2526510	36855.00-	102
44-00	RENTAL AND LEASES	2587	.00	0	53465	18000.10	34	29768.00	56081	8312.90	85
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	2587	.00	0	53465	18000.10	34	29768.00	56081	8312.90	85
45-00	INSURANCE	119817	.00	0	1317987	1210044.67	92	.00	1437821	227776.33	84
45 **	INSURANCE	119817	.00	0	1317987	1210044.67	92	.00	1437821	227776.33	84
46-00	REPAIRS & MAINTENANCE	548034	1016293.77	185	6171126	5595344.10	91	564783.38	6719207	559079.52	92

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46-01	SMALL TOOLS	0	.00	0	0	.00	0	.00	0	.00	0
46-02	REPAIR/MAINT BUILDING	38104	335778.10	881	373096	358184.00	96	3889.56	411225	49151.44	88
46-03	REPAIR/MAINT-VEHICLES	36450	69544.77	191	334953	393414.19	118	.00	371447	21967.19-	106
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	622588	1421616.64	228	6879175	6346942.29	92	568672.94	7501879	586263.77	92
47-00	PRINTING & BINDING	800	953.00	119	8800	7547.00	86	.00	9640	2093.00	78
47 **	PRINTING & BINDING	800	953.00	119	8800	7547.00	86	.00	9640	2093.00	78
48-00	PROMOTIONAL ACTIVITIES	2149-	150.00	7-	19011	6037.22	32	.00	16871	10833.78	36
48 **	PROMOTIONAL ACTIVITIES	2149-	150.00	7-	19011	6037.22	32	.00	16871	10833.78	36
49-00	OTHER CHARGES & OBLIG.	20146	18986.22	94	175007	153923.82	88	23804.00	195184	17456.18	91
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	802.97-	0	0	39939.75-	0	.00	0	39939.75	0
49-08	CASH OVER & UNDER	0	302.00-	0	0	279.35-	0	.00	0	279.35	0
49-09	DOCUMENT RECORDING CHGS	500	652.40	131	5500	3748.70-	68-	758.70	6000	8990.00	50-
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
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	20646	18533.65	90	180507	109956.02	61	24562.70	201184	66665.28	67
51-00	OFFICE SUPPLIES	2192	468.75	21	22736	8613.12	38	.00	24969	16355.88	35
51 **	OFFICE SUPPLIES	2192	468.75	21	22736	8613.12	38	.00	24969	16355.88	35
52-00	OPERATING SUPPLIES	109749	52395.07	48	883546	769571.87	87	58150.30	993341	165618.83	83
52-02	UNIFORMS-PURCHASED	386	.00	0	1317	1407.88	107	.00	1705	297.12	83
52-07	JANITORIAL SUPPLIES	1103	771.20	70	9633	9107.62	95	.00	10740	1632.38	85
52-09	CHEMICALS	612862	552332.21	90	6887908	5266624.60	77	2376497.30	7500781	142340.90-	102
52-30	FUEL OIL & LUBRICANTS	41660	89248.93	214	478260	342289.14	72	12835.55	519975	164850.31	68

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	765760	694747.41	91	8260664	6389001.11	77	2447483.15	9026542	190057.74	98
53-00	ROAD MATERIALS/SUPPLIES	2085-	3328.23	160-	27065	16725.57	62	8189.00	25000	85.43	100
53 **	ROAD MATERIALS/SUPPLIES	2085-	3328.23	160-	27065	16725.57	62	8189.00	25000	85.43	100
54-00	MEMBERSHIP/PUBLICATIONS	3260	.00	0	37410	35976.94	96	.00	40706	4729.06	88
54 **	MEMBERSHIP/PUBLICATIONS	3260	.00	0	37410	35976.94	96	.00	40706	4729.06	88
55-00	TRAINING	2344-	259.00	11-	74216	31738.84	43	9105.75	71910	31065.41	57
55-01	EDA PROGRAM	416	.00	0	4576	.00	0	.00	5000	5000.00	0
55 **	TRAINING	1928-	259.00	13-	78792	31738.84	40	9105.75	76910	36065.41	53
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	37185	111.33	0	306461	299047.09	98	30591.44	343656	14017.47	96
56 **	TECHNOLOGY SYSTEMS	37185	111.33	0	306461	299047.09	98	30591.44	343656	14017.47	96
59-00	DEPRECIATION EXPENSE	0	.00	0	0	7496.43	0	.00	0	7496.43-	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	7496.43	0	.00	0	7496.43-	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	3208-	.00	0	3211	.00	0	.00	0	.00	0
62 **	BUILDINGS	3208-	.00	0	3211	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	16416	1558.90	10	187430	67382.14	36	136458.36	203842	1.50	100
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	16468	.00	0	132815	56645.00	43	48736.00	149281	43900.00	71
63 **	INFRASTRUCTURE	32884	1558.90	5	320245	124027.14	39	185194.36	353123	43901.50	88
64-00	MACHINERY & EQUIPMENT	218422	496239.18	227	1691627	1539692.96	91	168754.81	1910070	201622.23	89
64-15	IT HARDWARE	29945	.00	0	280045	.00	0	.00	310000	310000.00	0
64-60	SBITA INTANG ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
64 **	MACHINERY & EQUIPMENT	248367	496239.18	200	1971672	1539692.96	78	168754.81	2220070	511622.23	77
65-00	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
65 **	CONSTRUCTION IN PROGRESS	0	.00	0	0	.00	0	.00	0	.00	0
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69-99	CONTRA FIXED ASSETS	0	.00	0	0	700829.49-	0	.00	0	700829.49	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	700829.49-	0	.00	0	700829.49	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71-32	LEASED ASSET-GENERATOR	29996	60577.53	202	329956	329553.32	100	30399.63	359953	.05	100
71-33	SBITA ACCRUENT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
71-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
71-35	SBITA - SAMSARA	1-	.00	0	11-	.00	0	.00	0	.00	0
71-36	SBITA - DEBTBOOK	0	.00	0	0	.00	0	.00	0	.00	0
71-74	ESRI ARCGIS	4561	.00	0	50171	54734.49	109	.00	54735	.51	100
71 **	PRINCIPAL	34556	60577.53	175	380116	384287.81	101	30399.63	414688	.56	100
72-32	LEASED ASSET-GENERATOR	6143	11702.47	191	67573	67986.68	101	5740.37	73727	.05-	100
72-33	SBITA - ACCRNT CMMS	0	.00	0	0	.00	0	.00	0	.00	0
72-34	SBITA ESRI ARCGIS	0	.00	0	0	.00	0	.00	0	.00	0
72-35	SBITA - SAMSARA	1-	.00	0	11-	.00	0	.00	0	.00	0
72-36	SBITA - DEBTBOOK	40	.00	0	440	.00	0	.00	489	489.00	0
72-74	SBITA - ESRI ARCGIS	163	.00	0	1793	1965.51	110	.00	1966	.49	100
72 **	DEBT SERVICE - INTEREST	6345	11702.47	184	69795	69952.19	100	5740.37	76182	489.44	99
73-00	OTHER DEBT SERVICE COST	55-	.00	0	55	.00	0	.00	0	.00	0
73-32	GENERATOR AMORT	0	.00	0	0	.00	0	.00	0	.00	0
73-33	SBITA ASSETS	0	.00	0	0	.00	0	.00	0	.00	0

FUND 421 WATER/SEWER FUND

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
73 **	INTANG AMORT EXP	55-	.00	0	55	.00	0	.00	0	.00	0
82-00	AID TO PRIVATE ORGANIZAT	166	.00	0	1826	.00	0	.00	2000	2000.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	166	.00	0	1826	.00	0	.00	2000	2000.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	77416	77416.00	100	.00	77416	.00	100
91-02	TO GEN FUND ROI (001)	721497	721496.50	100	7936462	7936461.50	100	.00	8657958	721496.50	92
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	TRANSFER TO R & R (424)	0	.00	0	25078584	25078584.00	100	.00	25078584	.00	100
91-25	TO RESTRCTD ASSET (425)	513000	512999.85	100	5641611	5641609.95	100	.00	6154612	513002.05	92
91-26	TO W/S 2018B (426)	0	.00	0	0	.00	0	.00	0	.00	0
91-27	TO TCR/SJR PROJ (427)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91-42	IMPACT FEES FUND (422)	0	.00	0	0	.00	0	.00	0	.00	0
91-52	TO W/C INS FUND (520)	0	.00	0	0	.00	0	.00	0	.00	0
91-53	TO HEALTH INS FUND (530)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	1234497	1234496.35	100	38734073	38734071.45	100	.00	39968570	1234498.55	97
94-01	TXFR TO GF OH ALLOC (001)	709883	709883.08	100	7808714	7808713.88	100	.00	8518597	709883.12	92
94 **	INTERFUND TRANSFER	709883	709883.08	100	7808714	7808713.88	100	.00	8518597	709883.12	92
95-01	TXFR TO GF 6% PLOFF (001)	148236	148236.08	100	1630597	1630596.88	100	.00	1778833	148236.12	92
95 **	NONOPERATING	148236	148236.08	100	1630597	1630596.88	100	.00	1778833	148236.12	92
FUND 421	TOTAL ********* WATER/SEWER FUND	6566020	6771161.43	103	97149220	86057988.23	89	6136405.04	103716557	11522163.73	89
GRAND	TOTAL *********	6566020	6771161.43	103	97149220	86057988.23	89	6136405.04	103716557	11522163.73	89

FY 2026 Budget by Classification Report - Summary Listing

8/31/2026

Target for August 2026 is 92%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
*STORMWATER ASSESSMENT	$ 2,401,415	$ -	$ 2,320,870	$ 80,545	97%
CHARGES FOR SERVICES	$ -	$ -	$ 2	$ (2)	0%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 400	$ -	$ 118,767	$ (118,367)	29692%
**OTHER SOURCES (NON-REVENUE)	$ 46,818	$ -	$ -	$ 46,818	0%
REVENUE TOTALS	**$ 2,448,633**	**$ -**	**$ 2,439,638**	**$ 8,995**	**100%**
EXPENSE					
SALARIES AND BENEFITS	$ 641,393	$ -	$ 561,805	$ 79,588	88%
OPERATING EXPENDITURES	$ 884,808	$ 165,630	$ 540,982	$ 178,196	61%
CAPITAL OUTLAY	$ 621,725	$ 41,900	$ 51,431	$ 528,394	8%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
NON-OPERATING USES	$ 300,707	$ -	$ 276,256	$ 24,451	92%
EXPENSE TOTALS	**$ 2,448,633**	**$ 207,530**	**$ 1,430,474**	**$ 810,629**	**67%**
REVENUE TOTALS	**$ 2,448,633**	**$ -**	**$ 2,439,638**	**$ 8,995**	**100%**
EXPENSE TOTALS	**$ 2,448,633**	**$ 207,530**	**$ 1,430,474**	**$ 810,629**	**67%**
	$ -	**$ (207,530)**	**$ 1,009,164**	**$ (801,635)**	

*Stormwater Assessment Revenues come in November-March

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
320	OTHER PERMITS & FEES								
325	SPECIAL ASSESSMENT								
23 01	STRMWTR SPEC ASSMNT	190,117	.00		2,091,287	2,212,478.52	106	2,281,415	68,936.48
23 02	DELINQUENT TAX	0	139.78		0	196.75		0	196.75-
23 03	PENALTIES	833	497.76	60	9,163	6,582.72	72	10,000	3,417.28
23 04	TAX CERTIFICATES	9,166	.00		100,826	101,612.23	101	110,000	8,387.77
23 *	STORMWATER	200,116	637.54		2,201,276	2,320,870.22	105	2,401,415	80,544.78
325 **	SPECIAL ASSESSMENT	200,116	637.54		2,201,276	2,320,870.22	105	2,401,415	80,544.78
320 ***	OTHER PERMITS & FEES	200,116	637.54		2,201,276	2,320,870.22		2,401,415	80,544.78
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
50 01	FEDERAL DISASTER REIMB	0	.00		0	.00		0	.00
331 **	FEDERAL GRANTS	0	.00		0	.00		0	.00
334	STATE GRANT								
36 35	US1/FOREST AV S/W FACILTY	0	.00		0	.00		0	.00
36 36	N FSK S/W PND FLOAT WTLND	0	.00		0	.00		0	.00
36 69	DIX/IRD IRL RESIL DESIGN	0	.00		0	.00		0	.00
36 *	STORMWATER MANAGEMENT	0	.00		0	.00		0	.00
334 **	STATE GRANT	0	.00		0	.00		0	.00
338	SHARED REVENUE LOCAL UNIT								
10 00	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
10 02	CHURCH STREET BAFFLE BOX	0	.00		0	.00		0	.00
10 05	SOIRL-SAVE OUR IR LAGOON	0	.00		0	.00		0	.00
10 *	SHARED REV - BREVARD CTY	0	.00		0	.00		0	.00
338 **	SHARED REVENUE LOCAL UNIT	0	.00		0	.00		0	.00
330 ***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340	CHARGES FOR SERVICES								
343	PHYSICAL ENVIRONMENT								
91 00	STORMWATER FEES	0	.00		0	1.63		0	1.63-
91 10	EARNED NOT BILLED	0	.00		0	.00		0	.00
91 *	STORMWATER FEES	0	.00		0	1.63		0	1.63-
343 **	PHYSICAL ENVIRONMENT	0	.00		0	1.63		0	1.63-
340 ***	CHARGES FOR SERVICES	0	.00		0	1.63		0	1.63-

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 00	INTEREST	0	.00		0	112.74		0	112.74-
10 02	INVESTMENT INTEREST	0	3,885.33		0	46,433.97		0	46,433.97-
10 10	FLORIDA PRIME INTEREST	0	7,777.47		0	81,275.09		0	81,275.09-
10 *	INTEREST	0	11,662.80		0	127,821.80		0	127,821.80-
30 00	NET INC/DEC FMV INVESTMNT	0	1,922.77-		0	7,800.96-		0	7,800.96
40 00	GAIN/(LOSS) SALE INVEST	0	366.01-		0	1,516.84-		0	1,516.84
40 02	UNREALIZED GAIN/(LOSS)	0	.00		0	.00		0	.00
40 *	GAIN/(LOSS) SALE INVEST	0	366.01-		0	1,516.84-		0	1,516.84
361 **	INTEREST & OTHER EARNINGS	0	9,374.02		0	118,504.00		0	118,504.00-
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
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	33	.00		363	262.51	72	400	137.49
369 **	OTHER MISC REVENUES	33	.00		363	262.51	72	400	137.49
360 ***	MISCELLANEOUS REVENUES	33	9,374.02		363	118,766.51		400	118,366.51-
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 01	GENERAL FUND (001)	0	.00		0	.00		0	.00
91 21	TRF FROM W/S 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								
85 00	CAP CONTRIB PRIVATE SRCS	0	.00		0	.00		0	.00
90 00	NON OPERATING SOURCES	0	.00		0	.00		0	.00
99 10	CASH CARRY FORWARD	0	.00		0	.00		0	.00
99 50	FUND BAL-APPROP. RESERVES	4,337	.00		42,485	.00		46,818	46,818.00
99 *	BALANCE FORWARD	4,337	.00		42,485	.00		46,818	46,818.00
389 **	NON OPERATING SOURCES	4,337	.00		42,485	.00		46,818	46,818.00

380	***	OTHER SOURCES(NON-REV)	4,337	.00	42,485	.00	46,818	46,818.00
FUND TOTAL		STORMWATER UTILITY	204,486	10,011.56	2,244,124	2,439,638.36	2,448,633	8,994.64
GRAND TOTAL			204,486	10,011.56	2,244,124	2,439,638.36	2,448,633	8,994.64

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
11-00	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
11 **	EXECUTIVE SALARIES	0	.00	0	0	.00	0	.00	0	.00	0
12-00	REGULAR SALARIES & WAGES	5301	19459.83	367	250861	221616.61	88	.00	256166	34549.39	87
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	5301	19459.83	367	250861	221616.61	88	.00	256166	34549.39	87
13-00	OTHER SALARIES & WAGES	27795	12295.48	44	125745	140569.31	112	.00	153540	12970.69	92
13 **	OTHER SALARIES & WAGES	27795	12295.48	44	125745	140569.31	112	.00	153540	12970.69	92
14-00	OVERTIME	726	3.35	1	7986	7495.44	94	.00	8714	1218.56	86
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	726	3.35	1	7986	7495.44	94	.00	8714	1218.56	86
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	120	.00	0	1320	700.00	53	.00	1450	750.00	48
20 **	CLOTHING/SHOE ALLOWANCE	120	.00	0	1320	700.00	53	.00	1450	750.00	48
21-00	FICA TAXES	2624	2435.52	93	28864	28398.18	98	.00	31491	3092.82	90
21 **	FICA TAXES	2624	2435.52	93	28864	28398.18	98	.00	31491	3092.82	90
22-00	RETIREMENT CONTRIBUTIONS	4698	4755.48	101	51678	56355.30	109	.00	56381	25.70	100
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	4698	4755.48	101	51678	56355.30	109	.00	56381	25.70	100
23-00	INSURANCES	113	75.18	67	733	781.86	107	.00	853	71.14	92
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	6220	6297.64	101	68420	65546.58	96	.00	74643	9096.42	88
23-07	DENTAL INSURANCE	249	265.24	107	2739	2757.84	101	.00	2998	240.16	92
23-08	VISION INSURANCE	43	48.77	113	473	507.08	107	.00	519	11.92	98

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
23-09	LONG TERM DISABILITY	198	100.34	51	938	1043.17	111	.00	1139	95.83	92
23-10	FSA HEALTH	0	.00	0	0	.00	0	.00	0	.00	0
23-11	FSA CHILDCARE	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 **	INSURANCES	6823	6787.17	100	73303	70636.53	96	.00	80152	9515.47	88
24-00	WORKER'S COMPENSATION	3858	3895.07	101	42438	30836.64	73	.00	46299	15462.36	67
24 **	WORKER'S COMPENSATION	3858	3895.07	101	42438	30836.64	73	.00	46299	15462.36	67
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	1500	500.00	33	5700	5196.84	91	.00	7200	2003.16	72
27 **	BENEFIT OFFSET	1500	500.00	33	5700	5196.84	91	.00	7200	2003.16	72
31-00	PROFESSIONAL SERVICES	8971	.00	0	159826	63958.63	40	104296.59	168801	545.78	100
31-01	LEGAL EXPENSES	41	.00	0	451	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
31 **	PROFESSIONAL SERVICES	9012	.00	0	160277	63958.63	40	104296.59	169301	1045.78	99
34-00	CONTRACT SERVICES	22893	37675.33	165	250635	218767.73	87	33726.01	273541	21047.26	92
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	22893	37675.33	165	250635	218767.73	87	33726.01	273541	21047.26	92
39-00	CONTINGENCY	25186-	.00	0	111688	.00	0	.00	86508	86508.00	0
39 **	CONTINGENCY	25186-	.00	0	111688	.00	0	.00	86508	86508.00	0
40-00	TRAVEL & PER DIEM	250	.00	0	2750	89.34	3	.00	3000	2910.66	3
40 **	TRAVEL & PER DIEM	250	.00	0	2750	89.34	3	.00	3000	2910.66	3
41-00	COMMUNICATION	173	224.67	130	1903	1175.45	62	900.55	2076	.00	100
41 **	COMMUNICATION	173	224.67	130	1903	1175.45	62	900.55	2076	.00	100
42-00	POSTAGE & FREIGHT	41	.00	0	451	.00	0	.00	500	500.00	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
42 **	POSTAGE & FREIGHT	41	.00	0	451	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	5666	1556.13	28	23329	14370.08	62	5450.75	29000	9179.17	68
43 **	ELECTRIC/WATER/SEWER	5666	1556.13	28	23329	14370.08	62	5450.75	29000	9179.17	68
44-00	RENTALS AND LEASES	1750	1956.00	112	4250	5788.51	136	.00	6000	211.49	97
44 **	RENTALS AND LEASES	1750	1956.00	112	4250	5788.51	136	.00	6000	211.49	97
45-00	INSURANCE	1421	.00	0	15631	14273.03	91	.00	17058	2784.97	84
45 **	INSURANCE	1421	.00	0	15631	14273.03	91	.00	17058	2784.97	84
46-00	REPAIRS & MAINTENANCE	31955	5519.27	17	139927	124443.32	89	17885.89	171894	29564.79	83
46-01	SMALL TOOLS	0	.00	0	0	.00	0	.00	0	.00	0
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	16492	3188.82	19	56412	59973.26	106	1950.00	72907	10983.74	85
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	48447	8708.09	18	196339	184416.58	94	19835.89	244801	40548.53	83
47-00	PRINTING & BINDING	41	.00	0	451	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	451	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	30	68.28	228	330	392.56	119	.00	360	32.56-	109
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	28.11-	0	0	940.28-	0	.00	0	940.28	0
49-15	OBSOLETE INVENTORY	0	.00	0	0	.00	0	.00	0	.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	30	40.17	134	330	547.72-	166-	.00	360	907.72	152-
51-00	OFFICE SUPPLIES	41	.00	0	451	185.51	41	.00	500	314.49	37
51 **	OFFICE SUPPLIES	41	.00	0	451	185.51	41	.00	500	314.49	37
52-00	OPERATING SUPPLIES	1110	438.10	40	12210	11437.48	94	1419.77	13330	472.75	97
52-02	UNIFORMS-PURCHASED	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
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	2151	3965.27	184	23661	20432.65	86	.00	25816	5383.35	79
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
52 **	OPERATING SUPPLIES	3261	4403.37	135	35871	31870.13	89	1419.77	39146	5856.10	85
53-00	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	650.00	95	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	.00	0	682	650.00	95	.00	750	100.00	87
55-00	TRAINING	570	.00	0	6270	1058.00	17	.00	6840	5782.00	16
55 **	TRAINING	570	.00	0	6270	1058.00	17	.00	6840	5782.00	16
56-15	IT-RELATED OPERATING EXP	510	.00	0	4413	4927.00	112	.00	4927	.00	100
56 **	TECHNOLOGY SYSTEMS	510	.00	0	4413	4927.00	112	.00	4927	.00	100
59-00	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	22913	.00	0	191370	51431.00	27	41900.00	214285	120954.00	44
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-08	FISKE BLVD CEI	0	.00	0	0	.00	0	.00	0	.00	0
63-35	US1/FOREST AV S/W FACILTY	0	.00	0	0	.00	0	.00	0	.00	0
63-36	N FSK S/W PND FLOAT WTLND	0	.00	0	0	.00	0	.00	0	.00	0
63-69	DIX/IRVR DR RESIL 23FRP03	0	.00	0	0	.00	0	.00	0	.00	0
63-73	FISKE CONSTRUCTION	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	22913	.00	0	191370	51431.00	27	41900.00	214285	120954.00	44
64-00	MACHINERY & EQUIPMENT	33953	.00	0	373483	407439.00	109	.00	407440	1.00	100

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
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	33953	.00	0	373483	407439.00	109	.00	407440	1.00	100
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
69-99	CONTRA FIXED ASSETS	0	.00	0	0	407439.00-	0	.00	0	407439.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	407439.00-	0	.00	0	407439.00	0
71-35	SBITA - SAMSARA	0	.00	0	0	.00	0	.00	0	.00	0
71 **	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
72-35	SBITA - SAMSARA	1-	.00	0	11-	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	1-	.00	0	11-	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	7293	7293.00	100	.00	7293	.00	100
91-21	TO WATER SEWER (421)	0	.00	0	0	.00	0	.00	0	.00	0
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	7293	7293.00	100	.00	7293	.00	100
94-01	TXFR TO GF OH ALLOC (001)	24451	24451.17	100	268963	268962.87	100	.00	293414	24451.13	92
94 **	INTERFUND TRANSFER	24451	24451.17	100	268963	268962.87	100	.00	293414	24451.13	92
FUND 423	TOTAL ********* STORMWATER UTILITY	203743	129146.83	63	2244714	1430473.99	64	207529.56	2448633	810629.45	67
GRAND	TOTAL *********	203743	129146.83	63	2244714	1430473.99	64	207529.56	2448633	810629.45	67

CITY COUNCIL AGENDA ITEM

Memo Date:	September 8, 2026
Agenda Date:	September 22, 2026
File ID:	2026-802
Prepared By:	Zoie Badalov, Senior Budget Analyst
Through:	Rebecca Bowman, Finance Director Stockton Whitten, City Manager
Requested Action:	None

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of August 31st, 2026. 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.

PRIORITY AREA CONNECTION:

Organizational Effectiveness

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only

FY 2026 Change Orders - CM authorized to execute

Applied to Contingency | As of: Period 11

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
WS24LC	**Osage/ Angelica Improvements**													
Op. Rev.		3,717,385	Exp authorized before contingency											
Project Manager:	Frank Mirabito	371,739	Contingency and other costs authorized											
Account #:	424-4120-536.63-00	4,089,124	Total approved	2024-019										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47958	3,717,385	3,717,385	3,717,385	-	-	$ 853,254	$ 2,170,193	$ 376,035	$ 477,219
PO #:	**82211**													
		371,739												
WS24WP	**Friday Road Improvements**													
Op. Rev.		4,413,648	Total approved											
Project Manager:	Frank Mirabito	401,241	Contingency and other costs authorized											
Account #:	424-4120-536.63-00	4,012,407	Total approved	2024-017										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Atlantic Development of Cocoa Vendor #: 05580**			FY2024	47960	4,012,407	4,012,407	4,012,407	-	-	$ 1,618,643	$ -	$ 306,498	$ 1,312,145
PO #:	**82212**													
		401,241												
WS25CU	**Wewahootee Buildings Roof Replacements**													
Op. Rev.		285,555	Exp authorized before contingency											
Project Manager:	James Mitchell	28,556	Contingency and other costs authorized											
Account #:	421-4020-536.63-00	314,111	Total approved	2025-039										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Hamilton Roofing LLC.**			FY2025	50158	**289,838**	289,838	-	289,838	-	$ -	$ 289,838	$ -	$ -
PO #:	**83946**													
		24,272												
PW25SC	**Stradley Park Concession Stand**													
Op. Rev.		306,831	Exp authorized before contingency											
Project Manager:	Frank Mirabito	28,469	Contingency and other costs authorized											
Account #:	001-3560-519.62-00	335,300	Total approved	2025-055			Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**W&J Construction**			FY2025	50367	286,831	286,831	-	-	286,831	$ -	$ 276,671	$ -	$ -
PO #:	**84079**				0									
		28,469												
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Architects RZK, Inc.**			FY2025	50370	3,873	3,873	-	-	3,873	$ -	$ 3,613	$ -	$ -
PO #:	**84083**				0									
		-					Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
WS18BR	**Banana River Booster Station**													
Op. Rev.		2,547,000	Exp authorized before contingency											
Project Manager:	David Veloza	254,700	Contingency and other costs authorized											
Account #:	424-4055-536.63-00	2,801,700	Total approved	2025-070										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**L7 Construction, Inc.**			FY2026	50833	2,547,000	2,547,000	-	-	2,547,000	$ -	$ 112,889	$ -	$ -
PO #:	**84419**													
		254,700												

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
CA2602	**HSP #1 Exhaust Fan Replacement**													
Op. Rev.		115,500	Exp authorized before contingency											
Project Manager:	James Mitchell	10,411	Contingency and other costs authorized											
Account #:	421-4020-536.62-00	125,911	Total approved	2025-090										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**S-Woods Construction**			FY2026	51077	105,089	115,193	-	-	115,193	$ -	$ 99,834	$ -	$ -
PO #:	**84664**				51077-1	10,104								
		10,411												
BL25TS	**Brightline Train District Design**													
Op. Rev.		372,871	Exp authorized before contingency											
Project Manager:	Abigail Morgan	32,000	Contingency and other costs authorized											
Account #:	001-1905-559.31-00	404,871	Total approved	2025-092										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Myra Planning and Design**			FY2026	51216	372,871	372,871	-	-	372,871	$ -	$ 85,486	$ -	$ -
PO #:	**84778**													
		32,000												
PW26FC	**Fuel Canopy Replacement**													
Op. Rev.		164,217	Exp authorized before contingency											
Project Manager:	Tony Jones	16,421	Contingency and other costs authorized											
Account #:	001-3540-519.63-07	180,638	Total approved	2025-094										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**S-Woods Construction**			FY2026	51076	164,215	164,215	-	-	164,215	$ -	$ 146,437	$ -	$ -
PO #:	**84663**													
		16,421												
PW08SP	**Annual Street Paving**													
Op. Rev.		452,197	Exp authorized before contingency											
Project Manager:	Frank Mirabito	47,803	Contingency and other costs authorized											
Account #:	001-3510-541.63-00	500,000	Total approved	2026-007										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**VA Paving**			FY2025	6910	452,197	472,728	-	-	472,728	$ -	$ -	$ -	$ -
PO #:	**84735**				6910-1	**20,531**								
		27,272												
WS23BR	**Dyal Water Treatment Plant Carbon Dioxide System**													
Op. Rev.		4,831,700	Exp authorized before contingency											
Project Manager:	James Mitchell	483,170	Contingency and other costs authorized											
Account #:	424-4055-536.63-00	5,314,870	Total approved	2026-027										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**L7 Construction**			FY2026	51451	4,831,700	4,831,700	-	-	4,831,700	$ -	$ 99,275	$ -	$ -
PO #:	**85007**													
		483,170												
SW24LB	**London Blvd Ditch Design**													
Op. Rev.		98,120	Exp authorized before contingency											
Project Manager:	Frank Mirabito	15,000	Contingency and other costs authorized											
Account #:	001-3510-541.63-00	113,120	Total approved	2026-040										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Kimley-Horn & Associates**			FY2026	49950	84,300	84,300	-	84,300	-	$ -	$ 56,200	$ -	$ -
PO #:	**83786**				0									
		15,000			0									

Project #	Project Description + Details	Construction contract not to exceed $	Labels	Resolution #	Requisition #	Requsition Amount	All Fiscal Years Cumulative	FY24 Cumulative Requisitions	FY25 Cumulative Requisitions	FY26 Cumulative Requisitions	Cumulative Expenditures	FY2026 Expenditures	FY2025 Expenditures	FY2024 Expenditures
CA2602	**Trane Control System Upgrade**													
Op. Rev.		43,200	Exp authorized before contingency											
Project Manager:	James Mitchell	10,800	Contingency and other costs authorized											
Account #:	421-4020-536.64-00	54,000	Total approved	2026-046										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Trane US Inc (Maitland)**			FY2026	51721	44,984	44,984	-	-	44,984	$ -	$ -	$ -	$ -
PO #:	**85191**													
		9,016												
PW00CC	**Civic Center Roof Replacement**													
Op. Rev.		105,492	Exp authorized before contingency											
Project Manager:	Jose Socias	10,550	Contingency and other costs authorized											
Account #:	001-3560-519-46-02	116,042	Total approved	2026-048										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Tech Systems Inc.**			FY2026	51727	105,492	105,492	-	-	105,492	$ -	$ -	$ -	$ -
PO #:	**85244**				0									
		10,550												
PW00CH	**City Hall HVAC Replacement**													
Op. Rev.		280,662	Exp authorized before contingency											
Project Manager:	Jose Socias	7,076	Contingency and other costs authorized											
Account #:	001-3560-519.64-00	287,738	Total approved	2026-050										
							Cumulative Req. Balances	FY 24	FY 25	FY 26	Cumulative Expenditures	FY 26	FY 25	FY 24
Vendor:	**Trane US Inc (Maitland)**			FY2026	51794	120,592	120,592	-	-	120,592	$ -	$ -	$ -	$ -
PO #:	**85307**				0									
		7,076												

CITY COUNCIL AGENDA ITEM

Memo Date:	September 17, 2026
Agenda Date:	September 22, 2026
File ID:	2026-829
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	Bi-Weekly Report for August 21, 2026 - September 3, 2026.

BACKGROUND:
N/A

PRIORITY AREA CONNECTION:
Community Outreach and Engagement
Organizational Effectiveness

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

Office of the City Manager
65 Stone Street • Cocoa, FL 32922
PHONE: (321) 433-8660

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: September 4, 2026 – September 17, 2026

Subject: Council Update Report

This report is intended to serve as a departmental update to City Council. While not all inclusive, it should provide you with an idea of key activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

City Clerk's Office

- Public Records Requests received:26
  - Open: 14
  - Closed: 12
  - Total: 26

Human Resources

- Employment opportunities link: https://www.governmentjobs.com/careers/cocoafl
- New employees
  - Logan Lenhard, Code Enforcement Officer, Community Services/ Code Enforcement, effective 9/14/26
  - Tre Williams, Maintenance Worker I, Utilities/ WFO, effective 9/14/26
- Recent promotions
  - Luci Ribeiro-Hills, Senior Planner, Planning, effective 9/14/26
- Upcoming retirements
  - None

Communication and Economic Development

- Media Stories:
  - Cocoa Police Department announces death of beloved K9 - WKMG
  - Cocoa Police K9 Draco dies after sudden collapse during training, officials | FOX 35 Orlando
  - Cocoa Police Mourn Loss of K9 Draco After Collapsing During Training Exercise
- New News Releases:
- Social media/e-newsletter statistics
  - Facebook
    - Views: 26,752
    - Content Engagement: 6,995
    - Followers: 19,150
  - X
    - Followers: 3,908
  - LinkedIn
    - Post impressions: 6,230
    - Followers: 1,861
  - NextDoor
    - Impressions: 404
    - Members: 7,002
  - August e-newsletter (Sent 9/4/2026)
    - Sent to 2,391 contacts
    - 52.3% open rate (average open rate for e-mail marketing in 2024 is 20%)
  - Next printed FYI Newsletter mails October 1, 2026.
- Upcoming special events at Leisure Services facilities
  - **Cocoa Village Riverfront Market**
  - **September 24, 2026, 4:00 PM - 9:00 PM, Cocoa Riverfront Park**
  - **Walk to End Alzheimer's- Space Coast**
  - **September 26, 2026, 6:00 AM - 12:00 PM, Cocoa Riverfront Park**
  - **HCVMS Sip and Shop**
  - **September 26, 2026, 4:00 PM - 8:00 PM, Myrt Tharpe Square Gazebo**
  - **Generation Rising Praise Fest in the Park**
  - **September 26, 2026, 4:00 PM - 9:00 PM, Cocoa Riverfront Park**
  - **River Road Coffee and Popsicles Coffee and BakeFest**
  - **October 3, 2026, 9:00 AM - 4:00 PM, River Road Coffee and Popsicles**
  - **Mathew's Hope Fun Run/Walk Paint the Town Purple**
  - **October 10, 2026, 8:00 AM - 2:00 PM, Matthew's Hope**
  - **Deuterman Productions Presents Hip Abduction with Special Guest Coyote Island**
  - **October 15, 2026, 5:30 PM - 10:30 PM, Cocoa Riverfront Park**
  - **St. Mark's Episcopal Academy - Fall Festival**
  - **October 16, 2026, 5:00 PM - 8:00 PM, Cocoa Riverfront Park**
  - **Historic Cocoa Village Mainstreet Fall Art and Craft Bazaar**
  - **October 17, 2026, 10:00 AM - October 18, 2026, 4:00 PM, Cocoa Riverfront Park**
- Economic Development
  - Upstart:

- Three new businesses awarded and will be starting the Ignite Program
  - Mighty Hands Boxing Academy
  - Countdown Publishing
  - The Heartbeat of Brevard (Diamond Square)
- One new business awarded the remainder of their UpStart Loan
  - Old Florida House Event Planning and Design

Community Services – update 9-17-26

- **New businesses – September 4 – 17, 2026**

Commercial Business Name / DBA	Physical Address	# FT Employees	# Pt Employees	Council District	Description
Cocoa Village Counseling, LLC	1 Oleander St., 32922	0	1	1	Mental Health Counseling
Home Business BTR	**Physical Address**	**# FT Employees**	**# PT Employees**	**Council District**	**Description**

September 4-17: building inspections – 76

September 4-17: building permits issued – 45

Finance

The tentative budget hearing was be on Wednesday, September 9. This is not a regular Council meeting date.

The final budget hearing will be held on Wednesday, September 23. This is not a regular Council meeting date.

Finance staff is preparing for the end of the fiscal year, which will have many tasks to complete prior to issuance of the financial statements that is anticipated to be in March, 2027.

Utility Support Service, Customer Service have received feedback from several custmers who had positive feedback on their interactions with City staff.

Monthly Utility Customer Service Statistics:

Customer Service Stats – Interactions with Customers:

Fire Department

- The City of Cocoa Fire Rescue proudly announces the appointment of Roderick Moore as its new Assistant Fire Chief**.** With over 31 years of dedicated service with Jacksonville Fire and Rescue Department (JFRD), Chief Moore brings extensive experience in rescue, training, emergency management, and fire

suppression. Rising through the ranks from Firefighter to Captain, Moore has consistently demonstrated leadership, innovation, and a deep understanding of departmental needs. His work has significantly enhanced community services through improved operational techniques and training. Moore holds a Firefighter Certification from Florida Community College at Jacksonville, a Paramedic Certification, a B.A. in Public Administration from Flagler College, and a Master of Public Administration from Barry University. He is highly skilled in Incident Command, hazardous materials management, fire suppression tactics, and personnel training. Following his initial retirement in 2020, Moore returned to serve as Deputy Fire Chief for Haines City Fire Department in 2021, where he led department operations, recruitment, fire prevention, and ISO coordination. He is also a certified CPR/First Aid and ACLS instructor and has provided life-saving training to both professionals and the public through community outreach. An accomplished grant writer, Moore has secured critical funding for equipment upgrades, station renovations, and advanced training programs. His background in construction compliance and fire code regulations further enhances his ability to support modern fire suppression efforts. “Roderick Moore’s combination of hands-on experience and strong academic background makes him an invaluable asset to our department and community,” said Cocoa Fire Chief Lamm. “We are excited to welcome him to this new leadership role.”

- The Department advertised position vacancies for Firefighters/EMTs and selected two new members. One new hire started on May 12, and the second began on June 9.
- The new Engine for Service 33 has been delivered, and service training was completed on June 25, 26, and 27. A housing ceremony will be held in the near future to formally place the apparatus into service.

Information Technology

Police Department Updated July 24 – August 6, 2026

Crime Stats

- No YTD stats available yet
- Comparing 2 weeks data of 6/29/26-7/12/26 and 7/13/26-7/26/26. Crimes Against Person shows a 21% increase, Crimes Against Property shows a 19% decrease and overall crime shows 2% increase for the period.

Training

- K. Brackin- Child Sex Crimes Investigations Aug 3-7
- Wendy Stitler –Assessor for Fernandina Beach PD July 28-31
- Madison and Fulton attended PRI Symposium Aug 3-4

Community Engagement

- Cops and Kids Camp July 6-23
- Attended Cocoa Cola Backpack donation July 29
- Meeting with Matthew's Hope representatives July 30
- Attended Cocoa Police Foundation Meeting July 23

Other

- Attended BCACOP Luncheon July 29
- Met with our new Victim Advocate Shakayla Blue who started Aug 3
- Attended Grants meeting July 23

Public Works

- Major project updates
- Work order stats (received/closed)
    - 229 received
    - 188 closed
    - Residential Bulk Green Waste Requests This Period: 84
- Projects of interest managed by other agencies (FDOT, County, Brightline, etc.)
    - FDOT
        - SR 524 Widening (437983-1) – Design
    - Brightline/FEC
        - RCE Grant Application – Awarded on Jan 2025 - On-going coordination meetings.

Utilities

- Capital Project Updates: https://www.cocoafl.org/1660/Utilities-Capital-Improvement-Projects
- Operations – September
    - WFO Issued Work Orders – 1,097
    - WFO Completed Work Orders – 970
    - Hydrants Flushed – 474
    - Valves Exercised – 13
    - Utility Locate Requests – 2,360
    - SFO Issued Work Orders – 121
    - SFO Completed Work Orders – 84

CITY COUNCIL AGENDA ITEM

Memo Date:	September 17, 2026
Agenda Date:	September 22, 2026
File ID:	2026-830
Prepared By:	Monica Arsenault, City Clerk
Through:	Stockton Whitten, City Manager
Requested Action:	The City of Cocoa's Open Board Vacancies.

BACKGROUND:

The City of Cocoa currently has several vacancies on various boards and committees. This agenda item provides an overview of these vacancies, eligibility criteria and the application process for interested residents.

Current/Upcoming Vacancies:

Board of Adjustment

- 1 Alternate member vacancy

Housing Authority

- 2 Regular member vacancies

Police Advisory Board

- 3 Regular member vacancies

Police Pension Board

- 1 Regular member vacancy

Sustainability Advisory Board

- 4 Regular member vacancies, 3 terms expired January 11, 2025

Eligibility Criteria:

- Must be a resident or owner of real property within the City limits of Cocoa.
- Must consent to a criminal background check.
- Be duly registered to vote in Brevard County.

- Must meet any other specific qualifications outlined in the board/committee's bylaws.
- Code Board: Additionally, appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor. § 162.05, Fla. Stat.
- CRA Boards: Additionally, any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part. § 163.356, Fla. Stat.
- Police and Fire Pension Boards: Additionally, special rules apply. Chs. 175 and 185, Fla. Stat.
- Cocoa Housing Authority: Additionally, special rules apply. The Mayor appoints and Council approves per Ch. 421, Fla. Stat.

Application Process:
Interested residents can apply on the City of Cocoa's website at https://www.cocoafl.gov/119/Vacancies.

PRIORITY AREA CONNECTION:
Community Outreach and Engagement

BUDGETARY IMPACT:
N/A

PREVIOUS ACTION:
N/A

RECOMMENDED MOTION:
N/A

CITY OF COCOA BOARD AND COMMITTEE MEMBER LIST

Board of Adjustment	**Meets Third Wednesday of Every Month @ 6pm**			**Expirations in May**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Robert Dyar (3/3 of Non-Resident seats)	3513 Indian River Dr. Cocoa, FL 32926 bobbydyar@gmail.com	321-258-8284	05/2021 Appointed	2028
Dan Quattrocchi **Chairperson** (as of 1/15/2025) (1/3 of the Non-Resident seats)	3056 Skyline Drive Cocoa, FL 32922 danq@quattrocchirealestate.com	321-720-1822 hm 321-452-8668 wk 321-720-1822 cell	**05/2025 Reappointed 05/2022 Reappointed 12/11/19 appointed (fulfilled seat vacated by Mr. Matthew Ford, who did not renew)**	2028
Pam Shaia (2/3 of the Non-Resident seats)	308 Brevard Avenue Cocoa, FL 32922 pshaia@cfl.rr.com Sheltie1@tailsatthebarkery.com	256-656-3249 cell 321-305-4584 Wk	05/2025 Reappointed 05/2022 Reappointed 07/19 appointed (fulfilled Jolley vacancy)	2028
Jennifer Moton	4485 Tangelo Avenue Cocoa, FL 32926 jcolettem@gmail.com	321-213-2112	05/2025 appointed (filled Patricia Weeks vacancy)	2027
Robert Butler	4992 Talbot Blvd. Cocoa FL, 32926 Rbut4992@gmail.com	407-791-3550	01/2024 appointed	2027
Jose Pacheco	2515 Suwannee Dr., Cocoa, FL 32926 pjosewol@gmail.com	407-860-3007	02/2025 Appointed	2027
Margaret Goudelock	1808 Manor Drive Cocoa, FL 32922 rossclarkpharmacy@outlook.com	321-474-2312	07/08/2025 Appointed	2027
Ashley Lanier Alternate Board Member	5341 Talbot Blvd Cocoa, FL 32926 ALanier321@gmail.com	321-347-6369	04/28/2026 Appointed	No expiration
VACANCY ~~1st Alternate~~ ~~Randal Hiester~~	~~5292 Talbot Blvd.~~ ~~Cocoa, FL 32926~~ ~~Rjhbjh2017@yahoo.com~~	~~321-501-6369~~ ~~hm/cell~~	~~02/2020 Appointed~~	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/23	
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Breanna Earley	321-433-8484	Updated 10/23	

Board of Trustees for the Firefighters' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Brandon Lang (Elected by Employees) *Trustee Position #2*	Cocoa Fire Dept. [redacted]	[redacted] mailto:blangcfr@yahoo.com	11/2020 Re-elected 12/16 Re-elected 12/14 re-elected 10/12 re-elected 1/22/10 elected (replaced Silverman)	2028
Leland Cox (Fifth Member) Re-elected by Board members	[redacted]	[redacted] Olcox63@yahoo.com	02/21 re-elected 03/17 re-elected 12/14-re-elected 10/12 re-elected 02/10 appointment (John Frey's position)	2028
Elliott Zimmerman (Appointed by Council)	3212 Westchester Drive, Cocoa 32926	632-8861 Ezcpa@cfl.rr.com	Reappt 9/24/24 Reappt 9/23/20 Reappt 9/13/16 Appt. 9/9/14	2028
Milton Norris Park, Chairman (Appointed by Council)	[redacted]	[redacted] mpark@cfl.rr.com	09/24 Reappointed 09/20 Reappointed 09/16 Reappointed 07/14 Reappointed 09/12 Reapppointed 10/10 Reappointed 09/08 Reappointed 9/06 Reappointed 4/96 Appointed	2028
Patrick Madden (Elected by employees) *Trustee position #1*	5160 Areca Palm Street Cocoa, FL 32927	pmadden@cocoafl.org	2024 Reappointed 05/2020 Reappointed 02/05/2020 appointed to fufill term of Jeff Logan	2028
Counsel: Mark Floyd of Mierzwa & Associates	Mierzwa & Assoc. 3900 Woodlake Boulevard, Suite 212 Lake Worth FL 33463-3045			
Administrator: ~~Pete Prior~~	~~Benefits USA~~ ~~3810 Inverrary Blvd.~~ ~~Suite 208~~ ~~Lauderhill FL 33319~~ ***Effective Nov. 2014*** The Resource Centers 4360 Northlake Blvd. Suite 206 Palm Beach Gardens, FL 33410	~~800-452-2454, x203~~ ~~pk911@bellsouth.net~~ 561-624-3277 phone 561-624-3278 fax Baur, J Scott Scott@ResourceCenters.com or Margaret M. Adcock The Resource Centers, LLC 4360 Northlake Blvd., Suite 206 Palm Beach Gardens,		

		FL 33410 Phone: 561-624-3277 Fax: 561-624-3278 Email: margie@resourcecenters.com		
RECORDING SECRETARY	Handled by administrator			

Board of Trustees for the General Employees' Retirement Plan		**Meets as Needed**	**Expirations on October 1st**	
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Stephen Harrell Chairman/Secretary (Appointed by Council)	3325 Erie St. Cocoa, FL 32926	321-632-9461 hm 321-431-9724 cell Harr640@bellsouth.net	09/23 Reappointed 09/20 Reappointed 09/17 Reappointed 02/17 Appointed (fulfilled vacated seat of Walter Moore)	2026
Gregory Torbert (Appointed by the board)	City of Cocoa 65 Stone St. Cocoa, Florida 32922	Work Cell: 321-698-1367 gtorbert@cocoafl.org	10/1/2025 Reappointed 11/16/2022 Reappointed 06/04/2021 Appointed	2028
~~Sherry Woodhouse~~ ~~(Appointed By City Council)~~	~~12 Oak Street Cocoa FL 32922-7830~~	~~631-7185 (H)~~ ~~sherrywoodhouse@yahoo.com~~	~~09/24 Reappointed~~ ~~09/21 Reappointed~~ ~~09/18 Reappointed~~ ~~09/15 Reappointed~~ ~~09/12 reappointed~~ ~~08/09 reappointed~~ ~~11/27/07 appointed~~	~~2027~~
Paul Kamus (Fifth member)	116 Olive St., Cocoa FL 32922	Cell: 321-508-4060 Pkamus35@gmail.com	11/2024 Appointed	2027
Vincent Knowles (Retiree member - Appointed by City Council)	662 Tupelo Circle Cocoa, FL 32926	258-5065 cell lisapknowles@hotmail.com	08/12/2025 Reappointed 09/13/2022 reappt. 05/24/2022 appt to fill unexpired term of M. McCarthy	2028
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Kandyce Moss	2503 Del Prado Blvd. S. Suite 502 Cape Coral, FL 33904	239-333-4872 Kandyce.Moss@fosterfoster.com		
Recording Secretary	Kandyce Moss	239-333-4872		

Board of Trustees for the Police Officers' Retirement Plan		**Meets as Needed**		**Expirations on October 1st**
Member	**Address**	**Phone**	**Appointed**	**Expiration**
Chris Moderson (Elected by Members)	Cocoa Police Dept.	321-637-6413 Work [redacted]	Appt. 10/01/2023 ~~Appt. 09/29/2022~~	2027
Patrick Dovale (Elected by Members)	Cocoa Police Dept.	639-7620 [redacted]	09/17 Elected (will fulfill term of Eric Austin) 09/19 Re-elected 08/16/2023 Re-elected	2027
Nicholas Blankenship (Appointed by Council)	[redacted]	321-302-1071 Nickshug177@gmail.com	09/10/24 appointed	2028
John Casey, (5th Member) (Appointed by Council)	Cocoa Police Dept. [redacted]	[redacted]	09/2024 Ratified 09/2020 Ratified 09/16 Reappointed/ Ratified 09/2012 Reappointed 12/10 Appointed	2028
~~Keith Wall~~ **VACANCY** (Appointed by Council)	~~201 Westchester Dr., Cocoa, FL 32926~~	~~321-456-6208~~ ~~Keithwall97531@gmail.com~~	~~09/10/2024 appointed~~	2028
Counsel: Stuart Kaufman	Klausner, Kaufman, Jensen and Levinson 7080 NW 4th Street Plantation, Florida 33317	(954)916-1202 Fax (954)916-1232 Email: stu@robertdklausner.com		
Administrator: Kandyce Moss	2503 Del Prado Blvd. S. Suite 502 Cape Coral, FL 33904	239-333-4872 Kandyce.Moss@fosterfoster.com		
Recording Secretary	Kandyce Moss	239-333-4872		

Cocoa Redevelopment Agency	Meets First Monday Every Month @ 6pm		Expirations in April and November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Mayor Michael C. Blake	207 Blake Avenue Cocoa, FL 32922	474-1758	11/20 Appointed	11/2028
District 1- Councilmember Alex Goins	710 Rosa L Jones Dr., Cocoa, FL 32922	474-4923 cell	11/18 Appointed	11/2026
District 3- Deputy Mayor Patricia Weeks	1351 Tarton Way Cocoa, FL 32926	474-4924	08/24 Appointed	11/2028
District 4- Councilmember Lorraine Koss	2115 N. Indian River Dr. Cocoa, FL 32922	474-8445	11/18 Appointed	11/2026
District 2- Councilmember Lavander Hearn	[redacted]	474-1189	11/20 Appointed	11/2028
Candace Rogers	93 Delannoy Ave. Ste. 706 Cocoa, FL 32922 FLRogers@gmail.com	321- 305-5029	03/22 Reappointed 06/21 Appointed *(fulfilled E. Lanni's seat vacated 5/11/21)*	04/2026
Janne Etz	1203 Creek Side Circle Rockledge, FL 32955 wiregems@bellsouth.net	321-632-9505 wk 321-446-0374 cell	07/2024 Reappointed 04/2020 Reappointed 08/19 Appointed (fulfilled Stewart's vacancy)	04/2028
Counsel: Anthony Garganese	PO Box 2873, Orlando, FL 32802-2873	866-425-9566		
RECORDING SECRETARY	Ryan Browne	433-8577		

Code Enforcement Board	**Meets Third Thursday Every Month @ 6pm**			**Expirations in June**
(The Drug Nuisance Advisory Board is Comprised Of Members of the Code Enforcement Board, and Meets as Needed)				
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Gloria Weatherspoon	354 Laredo Dr., #206 Cocoa, FL 32926 Gloria.L.weatherspoon@gmail.com	321-294-3041	08/12/2025 Regular Board Member 07/24 Appointed as Alternate	2028
Sharri Scott (Fulfilling term of Virginia Weaver)	213 Bedford Place Cocoa, FL 32922 sharripscott@gmail.com	843-957-4283 hm & cell 407-647-2622 wk	07/24 Reappointed 06/21 Reappointed 01/2021 appointed	2027
George Brown, Jr. (Fulfilling term of Melissa Acosta Bonilla)	555 W. King Street, 32922-7421	632-6563	06/26 Reappointed 05/23 Reappointed 06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2027
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	07/24 Reappointed 06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2027
Dik Muller	307 Bellaire Dr. Cocoa, FL 32922 info@dixdesigngroup.com	312-343-0104	07/24 Appointed as Regular member 11/2023 Appointed as Alternate	2027
JP Pauken	2701 Winchester Dr. Cocoa, FL 32926 jppauken@gmail.coml	321-243-8048	06/26 Appointed	2029
Josue Otero (Fulfilled the unexpired term of David Lightholder)	2603 N. Indian River Dr. Cocoa, FL 32922 Oteroj23@yahoo.com	305-434-5606	11/2023 Appointed	2027
Jody Hatcher 1st Alternate	1321 Audubon Dr Cocoa, FL 32922 jodyhatcher@hotmail.com	321-848-5327	05/25 Appointed	No expiration
Thomas Zimmerman 2nd Alternate	509 N. Indian River Dr Cocoa, FL 32922 tomzimmerman65@gmail.com	828-243-3700	08/2025 Appointed	No expiration
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 10/2024	
Counsel: Kristin Eick	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Diamond Square Redevelopment Agency	**(Reconstructed 1/30/2020) Meets Third Monday Every Month @ 6pm**			**Expirations Vary**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Seat #1: 1-year term ***Delores Martin***	1314 Moss Ln Cocoa, FL 32922 Drmartin324@gmail.com	321-412-9860	04/28/2026	01/30/2027
Seat #2: 2-year term Angelia Smith	601 Barbara Jenkins Street Cocoa, FL 32922 angelia@ucf.edu	321-626-3285 cell	12/09/2025 Reappointed 5/14/2024 Appointed	01/30/2028
Seat #3: 3-year term Crystal McQueen **Vice Chairperson**	956 N. Cocoa Blvd. Ste 1121 Cocoa, FL 32922 crystalmcqueen@gmail.com	321-355-8170 hm 321-427-7327 wk	12/09/2025 Reappointed 01/24/23 Reappt. For 3-year term 05/10/2022 appointed to fill term vacated by D. Martin	01/30/2029
Seat #4: 4-year term Tracy Moore-Chairperson	2747 Wentworth Place Cocoa, FL 32926-5865 rcptm@bellsouth.net	639-9917	01/30/2024-4-year term 05/2004 Appointed	01/30/2028
Seat #5: 4-year term Amy Robinson	401 Churchill Dr Cocoa, FL 32922 amykellyavant@gmail.com	407-432-5010	12/09/2025 Appointed	01/30/2028
Seat #6: 4-year term Jackie Isom	1050 Bristol Drive Cocoa, FL 32922 Ms.jay50@yahoo.com	480-1763 cell	01/30/2024-4-year term 01/30/2020 Appointed	01/30/2028
Seat #7: District 2 County Commission: Larry Brown	1720 Cogswell St. Rockledge, FL 32955 brow3093@bellsouth.net	321-536-8235 – Cell 321-636-8338 – Home	03/25/24 - 03/24/28 – 4-year term 04/2020 Appointed	03/24/2028
LIAISON	Councilmember Goins	474-4923	Updated 12/23	
Counsel: Joseph G. Colombo. PA	2351 W Eau Gallie Blvd Suite 1 Melbourne, FL 32935 josephcolombo@earthlink.net colombolaw@mommerscolombo.com			
RECORDING SECRETARY	Peyton Fink	433-8577		

Housing Authority of the City Of Cocoa - Terms of Office Fall Under The Housing Authority Program Requirements	**Meets First Tuesday Every Month**		**Expirations in December**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Clinton Warner III ~~Buzzell, Scott L. (resident member)~~	401 G Street, Cocoa, FL 32922	321-749-6030 (C)	12/14/2021 Reappointed 08/14/2018	December 31, 2025
Cole, Thomas	3219 Bayfield Cocoa FL 32922	321-634-5462 (work) 321-288-9486 (cell) Thomas.cole@emmajewelcharter.com	12/13/2022 Reappointed 01/09/2019 Reappointed 02/10/15 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/14 (one year)***	December 31, 2026
Jackson, Marian T.	1209 Heritage Acres Boulevard Rockledge FL 32955	321-633-9427 (home) 321-537-6999 (cell) marijack77@gmail.com	12/11/19 reappointed 12/08/15 reappointed 12/10/2013 ***initial term 1/1/14-12/31/15 (two year)***	December 31, 2027
Joiner, Chenita	2202 Mercer Drive Cocoa FL 32926	321-639-6413 (home) 321-591-4501 (Cell) Jkeds01@earthlink.net	12/08/20 Reappointed 12/13/16 Reappointed 12/10/2013 ***initial term 1/1/14-12/31/16 (three year)***	December 31, 2028
VACANT ~~Robinson, Joe C. (Chairman)~~	~~5510 Bent Oak Drive Titusville FL 32780~~	~~321-383-4424 (home)~~ ~~321-289-7007 (cell)~~ ~~joerobinson62@outlook.com~~	~~12/14/2021 1/09/18 Reappointed 12/10/2013~~ ~~***initial term 1/1/14-12/31/17 (four year)***~~	~~December 31, 2025~~
LIAISON		Councilmember Hearn	Updated 12/23	
Contact Info:	828 Stone St. Cocoa, FL 32922	636-8535 (office) 632-4729 (fax)	Chief Exec. Officer Debra Krueger, Records Asst. Debra Krueger dkrueger@haccfl.com	

Planning & Zoning Board	Meets First Wednesday Every Month @ 6pm		Expirations in November	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Tamisha Findlay	315 Stone St. Cocoa, FL 32922 tamishafindlay@gmail.com	321-412-2948	09/24 Appointed	2027
Wesley Park Fulfilling Al Washington's term	1112 Abington St., Cocoa, FL 32922 Wesley.n.park@gmail.com	321-298-4943	01/23 Appointed	2026
Katherine Stewart	5261 Talbot Blvd. Cocoa, FL 32926 Katherineann_s@yahoo.com	267-226-2284	11/24 Appointed	2027
Ron Chabot	2114 Clairemont Dr. Cocoa, FL 32922 Ron982@msn.com	321-403-3861	01/23 Appointed	2027
Russell Sengel	5683 Saratoga Ln. Cocoa, FL 32926 rsengel@cfl.rr.com	321-863-3704	03/25 filled Burgess seat	2027
Susan Milhoan	213 Berkshire Drive Cocoa, FL 32922 smilhoan@gmail.com	321-917-3770	11/25 Appointed	2028
Marcus Wheeler	709 Ixora Ave. Cocoa, FL 32922 lushorn@gmail.com	321-271-9871	01/23 Appointed	2026
Victoria Jones	3070 Cirrus Drive Cocoa, FL 32926 vickeymitch@gmail.com	321-795-9849	11/24 Appointed	2027
Todd Anderson (1/3 non-resident)	6570 Pleasant Ave., Cocoa, FL 32927 toddpanderson@yahoo.com	403-7595 (cell)	11/25 Reappointed 01/23 Reappointed 02/2020 Appointed 11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2028

1st Alternate Aleck Greenwood	PO Box 1077 Cocoa, FL 32923 Agreenwood2@cfl.rr.com	321-917-3770	11/25 Term expired, reappointed as alternate member 12/22 Reappointed 08/2022 Appointed as Regular member (fulfilling term of J. Blanco) 01/2019 Appointed	No expiration
2nd Alternate Richard Cravens Jr.	104 Riverside Dr., #903 Cocoa, FL 32922	312-927-4651 rjamescravens@gmail.com	04/26 Appointed	No expiration
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Breanna Earley	321-433-8484		

Police Community Relations Advisory Board (Established by Resolution No. 2018-097) **Meets Every Other Mth @ 6pm INACTIVE** **Expirations Vary**

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
Aldon Bookhardt Appt. by Councilmember Koss (D4) Term: Same as Councilmember who appointed member	3231 Nottingham Lane Cocoa, FL 32926 aldon@bookhardt.net albookhardt@gmail.com	321-338-2047 HM 321-362-5135 WK 321-360-9377 CELL	02/2023 Reappt. 03/2019	11/2026
~~Kathy Hamilton-Brown~~ ~~Appt. by Councilman Hearn (D2)~~ ~~Term: Same as Councilmember who appointed member~~	~~306 Edinburgh Drive~~ ~~Cocoa, FL 32922~~ ~~kathyjhamilton@yahoo.com~~	~~321-795-7668 cell~~	~~01/2021 appointed by Hearn~~ ~~08/2020 appt by Williams~~	~~11/2024~~
~~Barbie Thrower (D1)~~ ~~Appt. by Councilmember Goins (D1)~~ ~~Term: Same as Councilmember who appointed member~~	~~1215 Lake Drive~~ ~~Cocoa, FL 32922~~ ~~barbie@spacecoastrecovery.com~~	~~321-210-5083 (hm)~~ ~~321-632-5958 (wk)~~	~~02/2023 appt.~~	~~11/2026~~
~~Marlene Weiss~~ ~~Appt. by Councilman Dyal (D3)~~ ~~Term: Same as Councilmember who appointed member~~ **VACANCY**	~~2415 Tulane Drive~~ ~~Cocoa, FL 32926~~ ~~naturalhealingmassage@gmail.com~~	~~321-298-5831~~	~~09/2022 appt.~~	~~11/2024~~
~~Demetrius Thomas~~ ~~Term: Same as Mayor Blake who appointed member~~	~~313 Stone Street~~ ~~Cocoa, FL 32922~~ ~~dthomas35405@gmail.com~~	~~321-262-6467~~	~~03/2022~~ ~~Fulfilled term of T. Findlay~~	~~11/2024~~

			~~Bell~~	
Alton Edmond- Chair Appt. as At Large/Civic Organization position Term: 4 years from date of appt.	630 Brevard Avenue, Ste. B Cocoa, FL 32922 Edmondtriallaw@gmail.com aedmond1989@gmail.com (please send to both)	321-285-9505 WK 863-254-7290 CELL	01/2022 appt to At-large position 03/2019	01/2026
~~Al Boettjer~~ ~~Coastal FL PBA Rep~~ ~~Term: 4 years from date of appt.~~	~~1000 Galleon St..~~ ~~Cocoa, FL 32927~~ ~~alcoastalpba@aol.com~~	~~321-636-5612 HM~~ ~~321-504-0820 WK~~ ~~321-412-3542 CELL~~	~~03/2019~~	~~03/2023~~
LIAISON	Councilman Goins	474-4923	Updated 06/2022	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	407-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY			Updated 11/18/20	

Sustainability Advisory Board (established by Resolution No. 2017-137; Reconstructed by Resolution No. 2021-128 (Dec. 2021) Meeting Date & Time TBD INACTIVE

MEMBER	ADDRESS	PHONE	APPOINTED	Expiration EXPIRES
~~Joy Rutherford~~ ~~Appointed by A. Goins (D1)~~	~~234 Willard St.~~ ~~Cocoa, FL 32922 (business address)~~ ~~40 Carib Dr., Merritt Island, FL 32952~~ ~~joytford@gmail.com~~	~~954-549-5574~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
~~Jennifer L. Riggs~~ ~~Appointed by L. Hearn (D2)~~	~~1629 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~District 2~~ ~~jlovittriggs@gmail.com~~	~~414-698-8750~~	~~01/11/2022~~ ~~appointed~~	~~01/11//2025~~
Shann Lathem Appointed by R. Dyal (D3)	810 S. Industry Road Cocoa, FL 32926 shan@cocoaautosalvage.com	321-635-9244 wk 321-427-1251 cell	05/10/2022 appointed (fulfilled term of M. Foster)	01/11/2025
~~Cynthia Johnson~~ ~~Appointed by L. Koss (D4)~~	~~2703 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~Cynthijo4@gmail.com~~	~~321-431-5607~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
Dick Bankhead Appointed by Mayor Blake	102 Riverside Drive #201 Cocoa, FL 32922 Dick.bankhead@gmail.com	253-350-9850	01/11/2022 appointed	01/11/2025
~~Mike Mervis~~ Appointed by CM Whitten	~~93 Delannoy Avenue, Unit 605~~ ~~Cocoa, FL 32922~~ ~~Mike.mervis@zilber.com~~	~~414-870-7958~~ ~~(cell)~~	~~01/11/2022~~ ~~appointed~~	~~01/11/2025~~
Kim Prosser Appointed by CM Whitten	93 Delannoy Avenue, Unit 603 Cocoa, FL 32922	(321)403-6946	01/11/2022 appointed	01/11/2025

	kimberlyprosser@aim.com			
LIAISON	Deputy Mayor Weeks	321-474-4924	Updated 12/24	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Lori Chabot	433-8491	Updated 06/2024	

Space Coast TPO/T.P.O Citizens Advisory Committee	
Member	**Appointed**
Primary: Gregg Stoll Alternate: Sara Ann Conkling	06/2020 06/2020

Utilities Advisory Board **Meets Quarterly on the Fourth Tuesday @ 6pm** **Expirations in November**
INACTIVE

MEMBER	ADDRESS	PHONE	APPOINTED	EXPIRES
~~David Greenwell~~ **Vacancy**	~~2813 Kenyon Ave.~~ ~~Cocoa, FL 32926~~ ~~5255734@gmail.com~~	~~321-525-5734~~	~~01/2019 Appointed~~	~~2022~~
~~Wesley Park~~ **Vacancy**	~~1112 Abington St.~~ ~~Cocoa, FL 32922~~ ~~Wesley.n.park@gmail.com~~	~~298-2685 (H)~~ ~~298-4943(W)~~	~~11/2020 Reappointed~~ ~~05/17 Appointed~~	~~2023~~
~~David Prather (replaced R. Holt's term)~~	~~29 Riverside Drive #401~~ ~~Cocoa, FL 32922~~ ~~david@prather.org~~	~~407-620-3144 (cell)~~	~~11/2020 Reappointed~~ ~~09/18 Appointed~~	~~2023~~
~~David H. Jollay~~ **Vacancy**	~~1515 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~dhjollay@yahoo.com~~	~~452-8694 (H)~~ ~~327-6479 (w)~~ ~~432-2006 (C)~~	~~12/17 Reappointed~~ ~~03/16 Appointed (fulfilled term of F. Barzee)~~	~~2020~~
~~Barbara Kinsey~~	~~1628 Manor Drive~~ ~~Cocoa, FL 32922~~ ~~bsgouraki@gmail.com~~	~~638-0269 (H)~~ ~~652-9049 (C)~~	~~11/2020 Reappointed~~ ~~11/17 Reappointed~~ ~~02/16 Appointed (fulfilled vacancy from A. Sims)~~	~~2023~~
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
Jeff Ratliff Capital Projects Director	City of Cape Canaveral 100 Polk Avenue Cape Canaveral, FL 32920	321-868-1223		

	j.ratliff@cityofcapecanaveral.com			
Scott Barber Director, Water Reclamation	City of Cocoa Beach 1600 Minutemen Causeway Cocoa Beach, FL 32932 sbarber@cityofcocoabeach.com	321-868-3321		
Matthew Trine Finance Director	City of Rockledge 1600 Huntington Lane Rockledge, FL 32955 mtrine@cityofrockledge.org	321-221-7540		
LIAISON	Councilmember Koss	321-474-8445	Updated 05/22	
Counsel: None				
RECORDING SECRETARY		433-8701		

City Council Liaison Appointments	**Expirations Each November After Elections**
Board	**Liaison**
Affordable Housing Committee	Mayor Blake
Board of Adjustment	Councilmember Weeks
Code Enforcement Board	Councilmember Weeks
Diamond Square Redevelopment Agency	Deputy Mayor Goins
~~Brownfields Advisory Committee~~	Inactive
Housing Authority	Mayor Blake
Planning & Zoning Board	Councilmember Hearn
~~Police Community Relations Advisory Board~~	Inactive
Space Coast League of Cities	Mayor Blake Primary / Deputy Mayor Goins Alternate
Space Coast TPO	Mayor Blake Primary /Councilwoman Koss Alternate
~~Sustainability Advisory Board~~	Inactive
~~U.S. 1 Redevelopment Agency~~	Inactive
~~Utilities Advisory Board~~	Inactive
Florida League of Cities	Mayor Blake Primary/ Councilwoman Koss Alternate
	List updated 12/10/2025

Ordinance No. 6-96 established a uniform procedure for appointing persons to and removing persons from City boards and committees, and provided for uniform/consistent requirements. Boards and committees which were not established by City ordinance were reestablished through Resolution No. 96-15 in one uniform schedule.) All persons, prior to consideration of appointment must have first completed an application form and have met all requirements contained in said application. Unless otherwise provided, the standard board member term is three years in duration.