City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, November 29, 2022

6:00 PM

Cocoa City Council Chambers

City Council

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 22-689 Approve the Agenda for the Regular meeting of November 29, 2022, as presented or with amendments.

Attachments: 11-29-2022 Short Agenda ADA.pdf

MINUTES:

II.2(a) 22-693 Approve the Minutes of the Regular meeting of September 27, 2022, as written or with amendments.

Attachments: 09-27-2022 Minutes ADA.pdf
EXHIBIT A-FY2023 Budget 2nd Public Hearing (9-27-22) FINAL_1.pdf
EXHIBIT B-PLANNING AND ZONING FEES.pdf
EXHIBIT C- Dixon Blvd. Presentation (4-Plex).pdf
EXHIBIT D-Resilient Cocoa presentation.pdf

III. AWARDS AND PRESENTATIONS:

III.1 22-642 City of Cocoa Housing Authority's Development Plans Presentation

III.2 22-658 Presentation by Brevard Adult & Community Education.

III.3 22-690 Presentation to Chief Collier by the Central Brevard NAACP

IV. DELEGATIONS:

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

Speaker cards are located outside the Council meeting room and should be provided to the City Clerk. Please observe the time limit of three (3) minutes while speaking under Delegations. Delegations shall be limited to thirty (30) minutes unless extended by Council.

V. CONSENT AGENDA:

V.1 22-643 To Approve the FY2023 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements

Attachments: 23MCJFA0005_00_pending.dms Cocoa JFA.pdf

V.2 22-665 Approve a resolution authorizing the City Manager to approve a contract for a one-time technology purchase of critical infrastructure, not to exceed $275,000, and further authorizes the City to contract for and authorize payment for associated future one-year maintenance agreement extensions of up to $60,000 each year, for the remainder of the useful life of the critical infrastructure.

Attachments: Resolution No. 2022-123: Increasing Spending Authority of CM for Critical In....c

V.3 22-668 Request Council approval on the new directory signs from Historic Cocoa Village Main Street in Cocoa Village.

Attachments: Cocoa directory locations 10-19-22.pdf

Cocoa Village_ Post & panel signs REV 11-1-22-02.pdf

V.4 22-670 Approve a Sole Source Resolution for Exemption from Competitive Bid, to purchase portable radios, equipment and programming services from Communications International for the Police and Fire Departments. Approve purchases of up to the budgeted amount for Police and Fire Department radios and execute all applicable agreements for this purchase.

Attachments: CFD QO0022386 XL185P FY 2023 revised 102122.pdf

CI CPD QO0023002 111522 revised.pdf

Broadband Managed Service Agreement 10.24.2022.docx

Exemption From Competitive Bid Resolution.doc

L3Harris Sole Source Letter_City of Cocoa-Communications International.pdf

V.5 22-683 Authorize the Mayor to request a budget increase from FEMA for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R. Authorize the City Manager to execute an amended agreement with FEMA if request is approved.

Attachments: 4337-428-R - Executed Modification (7-16-2021).pdf

Request for Budget Increase_Final.docx

2021-051 (Federally Funding Subward & Grant Agmt for BroadmoorAcres_Fiske

MULTI-YEAR CONTRACTS:

V.6(b) 22-652 To provide the City Manager with Multi-Year authorization to issue purchase orders for the City Central Warehouse inventory stock items for a cumulative amount not to exceed $1,200,000 per fiscal year subject to budgetary approval. To Approve the Multi-Year participation in piggyback agreements with Ferguson Enterprises, LLC based on Contract No. 22-B-95MC with Volusia County, Core & Main, LP and Fortiline both based on Contract No. WH22-048 with the City of Boynton Beach. To authorize the City Manager to execute any Annual renewals or amendments.

Attachments: Core and Main_Master Agreement No. WH22-048.pdf
Core and Main_Partially Executed Standard Form for Piggyback Contract No. W
Ferguson_Master_Agreement_22-B-95MC.pdf
Ferguson_PARTIALLY EXECUTED Standard Form for Piggyback Contract No.
Fortiline_Master Agreement No. WH22-048.pdf
Fortiline_PARTIALLY EXECUTED Standard Form for Piggyback Contract No. W
Not to Exceed Cost Calculation.pdf

V.7(b) 22-664

Attachments: FULLY EXECUTED_Standard Form for New Piggyback_CINTAS_Contract No.
PWCS Contract_R-BB-19002.pdf

VI. PUBLIC HEARINGS:

VII. COUNCIL BUSINESS:

VII.1 22-631 Consider the Appointment of Nicholas Boardman to Fill a Regular Member Position on the Code Enforcement Board, through June, 2024

Attachments: Board Application.pdf
Code Enforcement Board Roster.pdf

VII.2 22-709 To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

Attachments: SOIRL Cost anlysis and impact 11.29.2022.pdf
SOIRL Cost anlysis and impact 11.29.2022a.pdf

VIII. CITY BUSINESS:

VIII.1 22-674 Approve a resolution amending the Fiscal Year 2023 Adopted Budget, BAF 23-001-A, for purchase orders rolled over to Fiscal Year 2023. This is due to unspent funds budgeted for capital projects and specific operating accounts. These funds are provided through the use of various Fund Balance Reserves. Approve BAF 23-002-A & T to provide budget for items such as capital projects that were budgeted within FY22 and not yet executed, these also are funded through the use of Fund Balance Reserves.

Attachments: Budget Resolution FY 2023- ADA Compliant.docx
BAF 23-001-A-FN-PO Budget Roll (11-29-22) Agenda 22-674.pdf
BAF 23-001-Tracking Sheet - PO Roll (11-29-22).pdf
BAF 23-002-A-FN-Budget Roll (11-29-22) Agenda 22-674.pdf
BAF 23-002-A-Budget Roll Tracking Sheet (11-29-22).pdf

VIII.2 22-675 Approve a resolution amending the FY2022 budget, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance. BAF 22-133-A & T.

Attachments: Budget Resolution FY 2022- ADA Compliant (002).docx
BAF 22-133-T & A-FN-Year-End Cleanup (11-29-22) Agenda 22-675.pdf
BAF 23-001-Tracking Sheet - PO Roll (11-29-22).pdf

IX. INFORMATIONAL AGENDA:

IX.1 22-669 Bi-Weekly Update Report: October 21, 2022-November 4, 2022

Attachments: Council bi-weekly report template (1) (9).pdf

IX.2 22-684 FY 2023 Budget Adjustment Report

Attachments: Pd 1. October FY 2023 REVENUE Budget Tracking Worksheet.pdf
Pd 1. October FY 2023 EXPENSE Budget Tracking Worksheet.pdf

IX.3 22-685 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.

Attachments: Budget By Classification Report October 2022.pdf

IX.4 22-686 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.

Attachments: Change Order Authorizations 10-31-22.pdf

X. REPORTS:

XI. ADJOURNMENT

XII. NOTICE TO THE PUBLIC:

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

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

However, the City is not responsible for technical difficulties that may occur while attempting to view or listen to the meeting on the internet.

Interested persons may submit their written comments or questions regarding the meeting prior to the meeting through Email at meetings@cocoafl.org, or via E-comments through the online agenda. Any electronic comments submitted will be made part of the meeting record. Written comments or questions not relevant to the Council meeting agenda will not be made part of the meeting record but will be maintained as public record.

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.

Legislation Details (With Text)

File #:	22-689	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/14/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of November 29, 2022, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-29-2022 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: November 29, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of November 29, 2022, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

The City Council has approved the agenda for all regular meetings at the beginning of such meetings.

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of November 29, 2022, as presented or with amendments.

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: November 29, 2022
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

1. Call to Order
2. Invocation
3. Pled□e o□□lle□iance
4. Roll Call

II. Approval of Agenda and Minutes:

1. Agenda: Re□ular Meetin□ o□□ovem□er 29, 2022. (22-689)

2. Minutes: (a) Re□ular meetin□ o□Septem□er 27, 2022 (22-693)

III. Awards and Presentations:

1. Cit□ o□Cocoa Housin□ □uthorit□s Development Plans Presentation. (22-642). (Her□ Hernande□, □□ecutive Director o□Cocoa Housin□ □uthorit□)
2. Presentation □□Brevard □dult & Communit□ □ducation. (22-658). (Lorri Ben□amin, Director)
3. Presentation to Chie□Collier □□the Central Brevard □□□CP. (22-690). (Clarence Whipple, □r., President)

IV. Delegations:

In accordance with the City Council's rules and procedures, residents or tax-pa□ers o□ the Cit□ (upon an□ su□□ect o□ □eneral or pu□lic interest), Cit□ emplo□ees (re□ardin□ his□her emplo□ment), □ater and se□er customers (on matters related

to the City's water and/or sewer system), and any person on any item on the a□enda (e□cept *Emergency items, Ministerial items, Quasi-judicial items, and Public Hearing items),* ma□ address the Cit□ Council under Dele□ations □□ illin□ out a spea□er card.

Spea□er cards are located in the Council Cham□er lo□□□ and should □e provided to the Cit□ Cler□. Please o□serve the time limit o□ three (3) minutes □hile spea□in□ under Dele□ations. Dele□ations shall □e limited to thirt□ (30) minutes unless e□tended □□ Council.

V. Consent Agenda:

(A) General Consent Items:

1. □pprove the F□2023 □oint Fundin□ □□reement □et□een the Cit□ o□ Cocoa and the □nited States Department o□ the Interior - □.S. □eolo□ical Surve□ □or Water □ualit□ Samplin□ and Water Level Measurements. (22-643). (□tilities Director)

2. □pprove a resolution authori□in□ the Cit□ Mana□er to approve a contract □or a one-time technolo□□ purchase o□ critical in□rastructure, not to e□ceed □275,000, and □urther authori□es the Cit□ to contract □or and authori□e pa□ment □or associated □uture one-□ear maintenance a□reement e□tensions o□up to □60,000 each □ear, □or the remainder o□ the use□ul li□e o□ the critical in□rastructure. (22-665). (Chie□ Technolo□□ O□icer)

3. Re□uest Council approval on the ne□ director□si□ns □rom Historic Cocoa Villa□e Main Street in Cocoa Villa□e. (22-668). (□ssistant to the CM□PIO)

4. □pprove a Sole Source Resolution □or □□emption □rom Competitive Bid, to purchase porta□le radios, e□uipment and pro□rammin□ services □rom Communications International □or the Police and Fire Departments. □pprove purchases o□up to the □ud□eted amount □or Police and Fire Department radios and e□ecute all applica□le a□reements □or this purchase. (22-670). (Fire Chie□)

5. □uthori□e the Ma□or to re□uest a □ud□et increase □rom F□M□ □or the Fis□e Blvd. Road□a□ and Broadmoor □cres Draina□e Improvements Pro□ect, F□M□ Pro□ect □um□er 4337-428-R. □uthori□e the Cit□ Mana□er to e□ecute an amended a□reement □ith F□M□ i□ re□uest is approved. (22-683). (Pu□lic Wor□s Director□Interim □ro□th & □conomic Development Director)

(B) Multi-Year Contracts:

6. To provide the City Manager with Multi-Year authorization to issue purchase orders for the City Central Warehouse inventory stock items for a cumulative amount not to exceed $1,200,000 per fiscal year subject to budgetary approval. To approve the Multi-Year participation in piggyback agreements with Ferguson Enterprises, LLC based on Contract No. 22-B-95MC with Volusia County, Core & Main, LP and Fortiline both based on Contract No. WH22-048 with the City of Boynton Beach. To authorize the City Manager to execute any annual renewals or amendments. (22-652). (Utilities Director)

7. Approve an increase to the authorization previously provided to the City Manager to issue Purchase Orders to Cintas for uniform services under existing piggyback agreement PNB-R-BB-19002. Authorize the City Manager to issue purchase orders, add new services as needed, and execute contract amendments, maintenance agreements or renewals. (22-664). (Finance Director)

VI. Public Hearings:

None.

VII. Council Business:

1. Consider the Appointment of Nicholas Boardman to Fill a Regular Member Position on the Code Enforcement Board, through June, 2024. (22-631). (Administrative Services Director)

2. To Provide Direction to Staff for Funding and New Policies, if necessary, for the Indian River Drive Septic to Sewer Conversion. (22-709). (Utilities Director)

VIII. City Business:

1. Approve a resolution amending the Fiscal Year 2023 Adopted Budget, BAF 23-001-A, for purchase orders rolled over to Fiscal Year 2023. This is due to unspent funds budgeted for capital projects and specific operating accounts. These funds are provided through the use of various Fund Balance Reserves. BAF 23-002-A & T are to provide budget for items such as capital projects that were budgeted within FY22 and not yet executed, these also are funded through the use of Fund Balance Reserves. (22-674). (Finance Director)

This Agenda may be Amended up until or at the Meeting

2. □pprove a resolution amending the FY2022 budget, to “Shore Up” departmental accounts □ith ne□ative □alances or pro□ect □ud□ets, throu□h the use o□various □ud□eted lines or □und □alance. B□F 22-133-□ & T. (22-675). (Finance Director)

Multi-Year Contracts:

□one.

IX. Informational Agenda:

1. Bi-Wee□l□ □pdate Report□Octo□er 21, 2022-□ovem□er 4, 2022 and □ovem□er 5-22, 2022. (22-669). (Cit□Mana□er

2. F□ 2023 Bud□et □d□ustment Report. (22-684). (Finance Director)

3. Data sho□in□the relation □et□een the estimated and actual income and e□penses to date. (22-685). Finance Director)

4. □pproved chan□e orders to construction contracts that the Cit□ Council has authori□ed the Cit□ Mana□er, □□ resolution, to approve in e□cess o□the Cit□ Manager’s spending authority. (22-686). (Finance Director)

X. Reports:

XI. Adjournment:

XII. Notice To The Public:

This is a pu□lic meetin□. □ll interested parties ma□attend in person. The □acilit□ □herein this pu□lic meetin□ □ill □e held is accessi□le to the ph□sicall□handicapped. In accordance □ith the □mericans With Disa□ilities □ct, persons needin□assistance to participate in an□ o□these proceedin□s should contact the Cit□ Cler□ o□the Cit□ o□Cocoa, listed □elo□, at least 48 hours prior to the meetin□□ Carie Sheal□, Cit□ Cler□, 65 Stone Street, Cocoa, □□ telephone at (321) 433-8484 or via email at csheal□@cocoa□l.or□. □dditionall□, interested persons ma□vie□ or listen to the meetin□ electronicall□at the □ollo□in□ internet sites□

(1) https□□tin□url.com□s5e875r or

(2) https□□cocoa.le□istar.com□DepartmentDetail.asp□□ID□26365&□□ID□FF9D3369-D354-4F□B-800□-57D0□□□30153&Mode□MainBod□

This Agenda may be Amended up until or at the Meeting

Ho□ever, the Cit□is not responsi□le □or technical di□□iculties that ma□occur □hile attemptin□to vie□ or listen to the meetin□on the internet.

Interested persons ma□su□mit their □ritten comments or □uestions re□ardin□the meetin□ prior to the meetin□throu□h □mail at meetin□s@cocoa1.or□, or via □-comments throu□h the online a□enda. □n□electronic comments su□mitted □ill □e made part o□the meetin□ record. Written comments or □uestions not relevant to the Council meetin□ a□enda □ill not □e made part o□the meetin□record □ut □ill □e maintained as pu□lic record.

Pursuant to Section 286.0105, Florida Statutes, the Cit□here□□advises the pu□lic that□ i□a person decides to appeal an□decision made □□the Cit□Council □ith respect to an□ matter considered at its meetin□ or hearin□, that person □ill need a record o□the proceedin□s and □or such purpose, a□ected persons ma□need to assure that a ver□atim record o□the proceedin□s is made, and such record shall include the testimon□ and evidence upon □hich the appeal is to □e □ased. This notice does not constitute consent □□the Cit□ □or the introduction or admission into evidence o□other□ise inadmissi□le or irrelevant evidence, nor does it authori□e challen□es or appeals other□ise not allo□ed □□ la□.

□lthou□h mem□ers o□the pu□lic are entitled to □e heard □□the Cit□Council on certain items on the meetin□a□enda pursuant to the Cit□Council Rules o□Procedure, mem□ers o□the pu□lic are not entitled to an immediate response □□either administrative sta□□ mem□ers or Council□ho□ever, the Cit□Council or administrative sta□□ma□provide a response at their discretion. When presentin□ □e□ore the Cit□Council, all comments or □uestions should □e directed to the Ma□or or the chair o□the meetin□. Comments or □uestions should not □e made directl□to administrative sta□□□ithout permission □rom the Ma□or or chair.

Pu□lic de□ate □□individual spea□ers □rom the audience on pu□lic hearin□items shall □e limited to three (3) minutes. □pplicants or representatives o□reco□ni□ed □roups □ith special interests in a matter shall □e limited to ten (10) minutes□and total de□ate on a sin□le issue shall □e limited to thirt□(30) minutes. Onl□one presentation per person per item shall □e allo□ed.

□ Council mem□er ma□add an item to the a□enda durin□the meetin□onl□at the time the a□enda is approved. I□the item re□uires action □□the Council, then it ma□ □e added to the a□enda □□an a□irmative vote o□the Council, and □ritten documentation must □e su□mitted at the time the item is added to the a□enda. Matters ma□also □e raised □□the Council, Cit□Mana□er or Cit□□ttorne□under reports and acted upon □□the Cit□Council.

This Agenda may be Amended up until or at the Meeting

This a□enda is posted on the Municipal Bulletin Board and at the Central Brevard Li□rar□ and Re□erence Center in Cocoa □or pu□lic revie□.

This Agenda may be Amended up until or at the Meeting

Legislation Details (With Text)

File #:	22-693	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Agenda Ready
File created:	11/14/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of September 27, 2022, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	09-27-2022 Minutes ADA.pdf EXHIBIT A-FY2023 Budget 2nd Public Hearing (9-27-22) FINAL_1.pdf EXHIBIT B-PLANNING AND ZONING FEES.pdf EXHIBIT C- Dixon Blvd. Presentation (4-Plex).pdf EXHIBIT D-Resilient Cocoa presentation.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: November 29, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of September 27, 2022, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:
Approve the Minutes of the Regular meeting of September 27, 2022, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

September 27, 2022

A Regular City Council Meeting was held on Tuesday, September 27, 2022, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

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

Deputy Mayor Hearn provided the invocation and Commander Dovale led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT	Michael C. Blake	Mayor
	Lavander Hearn	Deputy Mayor
	Rip Daly	Councilmember
	Kelly Goins	Councilmember
	Lorraine Koss	Councilmember
	Anthony Barbanese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT

Jack Walsh, Utilities Director; Tammy Semmati, Administrative Services Director; Charlene Feuerman, Community Services Director; Samantha Sencer, Asst. to the CM; PIO Pat Dovale, Commander (PD); Rebecca Bowman, Finance Director; Jonathan Lamm, Fire Chief; Robert Beach, Chief Technology Officer; Brant Smith, Public Works Director; Acting Growth & Economic Development Director; Lora Howell, Deputy Finance Director; and Kris Montgomery, Helpdesk Support Tech.

II. Approval of Agenda and Minutes:

1. Agenda: Re□ular Meetin□ o□Septem□er 27, 2022. (22-559)

2. Minutes: (a) Re□ular Meetin□ o□□u□ust 9, 2022 (22-536)
(□) Re□ular Meetin□ o□□u□ust 23, 2022 (22-537)

(c) Re□ular Meetin□ o□Septem□er 13, 2022 (22-567)

□ **MOTION by Mayor Blake; Seconded by Councilmember Dyal, to approve the Agenda for the Regular meeting of September 27, 2022, with the following amendments: Remove Item III.1, as this presentation will be moved to the October 11, 2022 Regular City Council meeting; Add Item VII.2, approving Resolutions No. 2022-099 & 2022-100 regarding Hurricane Ian; and to switch the order of Public Hearings VI.3 & VI.4.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Koss; Seconded by Councilmember Goins, to approve the Minutes as follows: Regular Meeting of August 9, 2022 as written; Regular Meeting of August 23, 2022, with the following amendment, to add her name in the vote for VI.2 & VI.3 and Items VIII.1-VIII.5; and Regular Meeting of September 13, 2022, as amended to add her name to the vote for Items II.1 & II.2 (Scrivener's error, as Deputy Mayor Hearn's name was listed twice in all of these votes)**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

~~1. Presentation □□Cocoa Hi□h School. (22-558). (Mar□Carstens)~~

- **This was removed from the agenda and will be moved to the October 11, 2022 Regular City Council meeting.**

IV. Delegations:

□nita □i□son, Cocoa resident, spo□e a□out the need □or more police o□icers. She □elieved it □ould ma□e people □eel more com□orta□le □hen the□ □o out. The Cit□ is not e□uipped and she as□ed that ever□one loo□at the □i□□er picture. She □urther mentioned the need □or a cold case unit and spo□e on □ehal□o□other parents □oin□ throu□h the same thin□. The□ □ant Cocoa to □e a place to live, □ro□, and pla□.

Todd Ri□□s, Cocoa resident, spo□e on the Consent Item V.4 re□ardin□ the □n□ineerin□ Desi□n o□the Di□on Blvd. at Indian River Drive Water □ualit□ and Resilienc□ Pro□ect. Mr. Smith e□plained the item and pointed out that the scope o□ the pro□ect is detailed in the a□enda item.

V. Consent Agenda:

(A) General Consent Items:

1. □pprove a Bud□et Resolution amendin□ the F□2022 Bud□et, B□F □2022-129-□ in the amount o□□131,349 □or the purchase o□216 Oleander Street and 218 Oleander Street. (22-501). (Communit□ Services Director)

2. Council □pproval to □ppl□ □or the Firehouse Su□s □rant to purchase police □-□i□es. (22-546). (Chie□o□Police)

3 □uthori□e the Cit□ Mana□er to e□ecute the Third □mendment to □□istin□ Interlocal □□reement □or Storm□ater □ducation and Outreach □et□een Board o□ Count□ Commissioners o□ Brevard Count□, Florida, and the Cit□ o□ Cocoa. (22-553). (Pu□lic Wor□s Director)

4. □pprove Tas□ Order □2022-29 □or the □n□ineerin□ Desi□n o□the Di□on Blvd. at Indian River Drive Water □ualit□ and Resilienc□ Pro□ect usin□ the Continuin□ Services □□reement □ith Mead & Hunt □or Civil □n□ineerin□ Services. The □ud□etar□ impact previousl□ approved □or this Tas□ Order, □ill allo□ □or the F□22 Bud□et to roll into F□23 and F□23 □ud□etar□ portion pendin□ the adoption o□the F□23 Bud□et. (22-560). (Pu□lic Wor□s Director)

5. □pprove Tas□Order 2023-28 □ith Carollo □n□ineers, Inc., Orlando, Florida, □or the SC□D□ Maintenance at the □err□ Sellers Water Reclamation Facilit□□Pendin□ □pproval o□the F□23 Bud□et. (22-565). (□tilities Director)

6. □pprove the 2nd □mendment CentralS□uare Solutions □□reement to e□ecute the Optional Term 3 o□the previousl□ approved CentralS□uare Solutions □□reement to provide □aviLine Pu□lic □dministration applications. □llo□ the Cit□ Mana□er to approve the Purchase Order, Pendin□ the □doption o□the F□23 Bud□et. (22-571). (Chie□Technolo□□O□icer)

(B) Multi-Year Contracts:

7. □pprove a Resolution Waivin□ the Competitive Biddin□ Process □or the Purpose o□ Ma□in□ Sole Source Purchase o□C□L□FLO□ Li□uid Lime □rom Burnett Lime Co., Inc., Campo□ello, SC □or F□2023□To □pprove a One-□ear Contract □□reement □ith Three (3) One-□ear Rene□als □ith 1) Matheson Tri-□as, Inc., Irvin□, T□ □or Car□on Dio□ide 2) Thatcher Inc., Deland, FL □or the purchase o□Ferric Sul□ate 3) □llied □niversal Corp., Miami, FL □or Sodium H□pochlorite □or □oth the D□al WTP & Sellers WRF□To □pprove a 2nd □mendment o□a Pi□□□-Bac□ Contract □ith the Cit□ o□Oviedo, FL □or Contract ITB 19-36 Harcros Chemicals, Inc., □ansas Cit□, □S □or the Purchase and Deliver□ o□Fluoride□To □uthori□e the Cit□ Mana□er to □□ecute Contracts, □pprove □nnual Rene□als, □mendments, and Chan□e Orders in an □mount not to □□ceed the Total F□2023 Bud□et □or Chemicals□Pendin□ □pproval o□the F□2023 Bud□et. (22-475). (□tilities Director)

8. □pprove Bid □o. CS22-10-COC, Preventive □levator Maintenance to Sapphire □levator, Cape Canaveral, FL □or Preventive □levator Maintenance□To □pprove a Multi-□ear Contract □ith the option o□t□o 12-month e□tensions, □or a total o□□ive (5) □ears, pendin□ the approval o□□uture □ud□ets□To □uthori□e the Cit□ Mana□er to □□ecute the Contract, e□tensions, and amendments. (22-524). (Pu□lic Wor□s Director)

9. □pprove a purchase order □ith V.□. Pavin□ Inc. in the amount o□□295,128.05, plus a contin□enc□ o□□4,871.95 □or a total o□□300,000, usin□ the Second □mendment to the Pi□□□ac□ □□reement □ith V.□. Pavin□, □o. B-6-20-57, □rom □u□ust 22, 2022, throu□h □u□ust 21, 2023, to resur□ace various stretches o□roads throu□hout the Cit□, pendin□ the approval o□F□ 23 □ud□et. (22-568). (Pu□lic Wor□s Director)

10. Approve City Staff’s vendor selection for award of RFQ# CS-22-02-COC, Workers’ Compensation □ctuarial Stud□ □or the Cit□ o□ Cocoa and authori□e the Cit□ Mana□er to ne□otiate and e□ecute a multi-□ear contract and su□se□uent rene□als □ith □MI Ris□ Consultants, Inc. □rom Octo□er 1, 2022 to Septem□er 30, 2025 and an□ approved rene□al terms in the contract. (22-569). (□dministrative Services Director)

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

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VI. Public Hearings:

1. (a) □pprove Resolution 2022-089 adoptin□ the Final Milla□e Rate o□6.4532 mills □or the Cit□o□Cocoa Fiscal □ear 2023 commencin□on Octo□er 1, 2022 and endin□ on Septem□er 30, 2023, □hich represents an increase o□7.79□ over the rolled-□ac□rate o□5.9866.

Ms. Bo□man provided a presentation[1] and advised that this □as the second and □inal pu□lic hearin□ □or the milla□e and □ud□et. She e□plained that t□o resolutions □ould □e approved. Ms. Bo□man pointed out that this □as essentiall□the same presentation that the□had at the □irst pu□lic hearin□ □ut updated to include □inal num□ers.

She noted that the Cit□must have a □alanced □ud□et □□ Octo□er 1, 2022 and revie□ed the milla□e rate.

The □ollo□in□pu□lic announcement □as made□

- The City of Cocoa is the taxing authority
- The rolled-back rate is 5.9866
- The millage rate of 6.4532 is a tax increase of 7.79% as a percent change of the rolled-back rate
- The millage rate to be levied is 6.4532 which is the same as the current year tax rate

The Requested Action is as follows:

To Approve Resolution No. 2022-089, adopting the Final millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.

Ma□or Bla□e opened the hearin□to the pu□lic. There □ein□no response □rom the pu□lic, the pu□lic portion o□the hearin□ □as closed.

* **MOTION by Deputy Mayor Hearn; Seconded by Councilmember Goins, to Approve Resolution 2022-089 adopting the Final Millage Rate of 6.4532 mills for the City of Cocoa Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023, which represents an increase of 7.79% over the rolled-back rate of 5.9866.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

[1] □□HIBIT □□ F□ 2023 Bud□et Presentation□2nd Pu□lic Hearin□

(□) □pprove Resolution 2022-090 adoptin□ the Final Bud□et and CIP □or the Cit□ o□Cocoa □or the Fiscal □ear 2023 commencin□ on Octo□er 1, 2022 and endin□ on Septem□er 30, 2023. (22-561). (Finance Director)

Ms. Bo□man provided a presentation on the □ud□et and e□plained the F□ 2023 proposed □inal □ud□et and provided a F□ 2023 □eneral Fund Overvie□. She discussed □undin□ sources in detail as □ell as other areas o□the □ud□et.

Ms. Bo□man advised that this □as the second part o□the pu□lic hearin□ and shared the □ollo□in□ pu□lic announcement□

- Public comment on 2nd public hearing for FY2023 Final Budget & CIP

The Requested Action is as follows:

To Approve Resolution No. 2022-090 adopting the Fiscal Year 2023 Final Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2022 and ending on September 30, 2023.

Ma□or Bla□e opened the hearin□ to the pu□lic. There □ein□ no response, the pu□lic portion o□the hearin□ □as closed.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to Approve Resolution No. 2022-090 adopting the Final Budget and CIP for the City of Cocoa for the Fiscal Year 2023 commencing on October 1, 2022 and ending on September 30, 2023.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance □o. 13-2022□First Readin□□□n Ordinance o□The Cit□ Council O□The Cit□ O□Cocoa, Brevard Count□, Florida, Repealin□ □ppendi□ □, □onin□, □rticle □□ O□The □onin□ Ordinance O□The Cit□ O□Cocoa□Repealin□ The Schedule O□Fees, Char□es □nd □□penses To Be Paid To The Cit□ □pon Receipt O□Plannin□ □nd □onin□ Related □pplications Contained Therein□Providin□ For The □doption O□ Future Plannin□ □nd □onin□ Fee Schedules B□ Resolution. (22-570). (Pu□lic Wor□s Director□Interim □ro□th & □conomic Development Director)

□ssistant Cit□ □ttorne□ □ic□ read Ordinance □o. 13-2022 into the record, □□ title onl□, as □ollo□s and advised that this □as this □as the □irst readin□ o□ the ordinance.

ORDINANCE NO. 13-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, REPEALING APPENDIX A, ZONING,

ARTICLE XX OF THE ZONING ORDINANCE OF THE CITY OF COCOA; REPEALING THE SCHEDULE OF FEES, CHARGES AND EXPENSES TO BE PAID TO THE CITY UPON RECEIPT OF PLANNING AND ZONING RELATED APPLICATIONS CONTAINED THEREIN; PROVIDING FOR THE ADOPTION OF FUTURE PLANNING AND ZONING FEE SCHEDULES BY RESOLUTION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Smith advised that this □ould provide a □a□ to recoup □ees □hen it comes to plannin□ and administrative time. □ slide □as provided that sho□ed the □ees in detail[2]. This □ill come □ac□ □or a second readin□ at the Octo□er 25, 2022 Re□ular Cit□ Council meetin□.

Ma□or Bla□e opened the hearin□ to the pu□lic. There □ein□ no response, the pu□lic portion o□ the hearin□ □as closed.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to Approve Ordinance No. 13-2022 on First Reading.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Consideration o□ Ordinance □o. 11-2022□ First Readin□□ a Future Land □se Map (FL□M) □mendment consistent □ith Florida Statute Chapter 163, to chan□e the Future Land □se Map desi□nation o□ (1) parcel o□ real propert□ totalin□ approximately 0.59 acres from City of Cocoa “Very Low Density Residential” to City of Cocoa “Medium Density Residential,” provided that the maximum density allo□a□le shall □e ei□ht (8) d□ellin□ units per acre. (22-582). (Pu□lic Wor□s Director□Interim □ro□th & □conomic Development Director)

Ma□or Bla□e pointed out that this item □ent □e□ore the Plannin□ & □onin□ Board □ho recommended denial o□ the item.

□ssistant Cit□ □ttorne□ □ic□ read Ordinance □o. 11-2022 into the record, □□ title onl□, as □ollo□s and advised this □as the □irst readin□.

ORDINANCE NO. 11-2022

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

[2] □□HIBIT B□ Slide re□ardin□ Plannin□ & □onin□ Fees

OF REAL PROPERTY WITHIN THE CITY OF COCOA, CONSISTING OF APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD, BEING LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO; CHANGING THE FUTURE LAND USE DESIGNATION OF THE REAL PROPERTY FROM VERY LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, PROVIDED THAT THE MAXIMUM DENSITY ALLOWABLE SHALL BE EIGHT (8) DWELLING UNITS PER ACRE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY, AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

□ssistant Cit□□ttorne□□ic□□urther noted that there is in□ormation in the sta□□report a□out concerns that □ere voiced □□ citi□ens at the Plannin□ & □onin□ Board meetin□.

Mr. □reen□ood spo□e as the applicant on □ehal□o□the properties and e□panded on the concerns □rom Plannin□ & □onin□ Board meetin□.

□ssistant Cit□□ttorne□□ic□advised that □hile this □as denied □□the Plannin□ & □onin□ Board, the□did not determine □hich criteria □ere not met. She stressed that the Council should not □ollo□ the Plannin□ & □onin□ Boards denial □ithout identi□□in□criteria.

Ma□or Bla□e clari□ied that the□should cite and approve or den□the item □ased on the criteria in the sta□□report. □ssistant Cit□□ttorne□□ic□stated the□□ould need to appl□the criteria i□the□decide not to approve this item.

Ma□or Bla□e spo□e a□out the time limit □or pu□lic hearin□s and advised the in□ormation □as on the □ac□o□the short a□enda.

Mr. Smith provided a □rie□overvie□[3] o□the propert□ itsel□and noted it □as the Di□on Boulevard Small-Scale Comp Plan □mendment (□our-ple□). He reiterated the re□uest and □hat the process □ould □e i□approved. □ location map □as sho□n as □ell.

The current land use is ver□lo□ densit□residential and the proposed is medium densit□ residential. He provided the current FL□M map □hich sho□ed the properties around the said location.

Mr. Smith provided a summar□o□the Comprehensive Plan □mendment anal□sis and he shared that there is no □ud□etar□impact to the Cit□. □dditionall□, sta□□has

[3] □□HIBIT C□ Di□on Blvd. Presentation (4-Ple□)

□ound that the amendment is compati□le □ith the surroundin□ nei□h□orhoods and land use.

Mr. Smith spo□e in □urtherance on the item and reiterated the Plannin□ & □onin□ Board's action. Staff recommends approval of the first reading of the ordinance.

Councilmem□er □oss □uestioned the densit□ and discussion □as held on that issue. She provided a slide[4] pertainin□ to the resilienc□ o□Cocoa and sho□ed □here the pro□ect □as located on the map.

Deput□ Ma□or Hearn as□ed i□medium densit□ □as approved □ould it set a precedence or could it □e limited to ei□ht d□ellin□s per acre. Mr. Smith advised that each application □ould □e evaluated independentl□. Deput□ Ma□or Hearn □urther voiced that he □as concerned this □ould over-shado□ other properties on Indian River Drive.

Further discussion □as held on the propert□.

Ma□or Bla□e opened the hearin□ to the pu□lic.

□lec□ □reen□ood, applicant and Cocoa resident, spo□e on □ehal□o□the item. He stated that a lot o□statements that □ere made □ere incorrect and provided a pac□et o□in□ormation to all Councilmem□ers.

He pointed out that there □as a lot o□in□ormation in the pac□et □ut the □irst pa□e included the in□ormation □rom the en□ineerin□ compan□. He □elt that □ould clari□ a lot o□concerns.

Mr. □reen□ood □urther noted that this came alon□ in 2012 and that this □ould □e □oin□ □est on Di□on Boulevard. There □ould □e no chan□es on Indian River Drive. He mentioned the other issues such as draina□e and □ildli□e and sho□ed the location o□an artesian □ell on the propert□.

He □elieves that this □ill help to enhance the area. He understands that people do not □ant chan□e □ut this is a piece o□propert□ that □ould □enerate ta□es □or the Cit□. Furthermore, the development □ould have to □e □lended □ith □hat is alread□ on Di□on Boulevard and the□ do not □ant modern. He noted that man□ □ho have voiced concerns are □ mile north o□the propert□. □dditionall□, most o□ the nine items that □ere □rou□ht up have □een addressed.

Mr. □reen□ood stated that in□ormation □as put out that it □ould □e □i□teen units and □elieved that □rou□ht a lot o□ne□ativit□ to this pro□ect. There □as so much

[4] □□HIBIT D□ Slide provided □□Councilmem□er □oss

misin□ormation that it caused a Plannin□ & □onin□ □oard mem□er to resi□n. He □ants to □ollo□ the □uidelines and □elieves it □ould □e □ene□icial to the area.

Discussion □as held a□out the retention on the propert□ as □ell as the stem-□all and cur□s and □utters.

Fran□Man□redi, Cocoa resident, o□ns Di□on Cotta□e. This □as □uilt □□the Di□on □amil□ 131 □ears a□o and the□ are not in □avor o□the □onin□ chan□e, as this □as located □ehind their propert□. He stated the □ollo□in□ reasons as to □h□the□ are not in □avor□1) more □ater □o□in□ into their lot□2) the □onin□ chan□e □ould cause a domino e□□ect and other developers □ould □ant to do the same□3) □elieves there are serious artesian □ater □o□ pro□lems. He □urther as□ed i□the State could conduct a stud□on the artesian □ater □o□ pro□lem.

Ma□or Bla□e spo□e a□out the □ater run-o□□and Mr. Smith assured him that all o□ this □ould □e loo□ed at durin□ the site plan revie□ process.

Donna Man□redi, Cocoa resident, read a statement □rom the propert□ o□ner ne□t to them, □□the name o□Case□ □later.

Tan□ Sherman, Cocoa resident, is a□are o□several □ater pro□lems in the area. He is opposed to chan□in□ an□thin□ a□a□ □rom sin□le □amil□. He □elieved that aestheticall□and the histor□o□the area is ama□in□. He as□ed i□he could add ei□ht units on his propert□ and the □ssistant Cit□ □ttorne□ stated that an□ re□uest □or □uture land use □ould have to □e applied □or and come □e□ore council and she could not predict the outcome.

Williams Coates, Cocoa resident, as□ed ho□ the Cit□ and Mr. □reen□ood □ould deal □ith the □ater that is alread□ standin□. This is a ma□or concern o□his as the □ater has to □o some□here. The side o□his street is uni□ue and charmin□ and he □eels li□e these developments □ill turn that area into somethin□ else. He does not □ant a lot o□development, not □ust □or personal reasons □ut □ater issues as □ell.

Todd Ri□□s, 1629 □. Indian River Drive, lives a□out □ mile a□a□ □rom the development. He provided a slide □ith the location map. He sho□ed other properties and ho□ the□ have chan□ed hands recentl□. He □elieves there □ill □e water impact on the property and would like to preserve Cocoa's character.

Ma□or Bla□e as□ed □or clari□ication on the □ater □o□. Mr. Smith reiterated once a□ain, that □hen the site plan comes □or□ard the□ have to meet the re□uirements, etc.

Further discussion □as held on the propert□, the River□al□ su□division, and mo□in□ o□the propert□. Mr. Smith clari□ied that the storm□ater easement that runs

behind the properties that is the City's responsibilit□is not associated □ith that □ut more o□the S. Indian River Circle propert□. Mr. Smith noted it □as □etlands.

□enni□er Ri□□s, Cocoa resident, □uoted an article □rom Southern Livin□ Ma□a□ine □here Cocoa □as mentioned. She ur□ed Council to vote a□ainst the FL□M and densit□ chan□e. She □elt the apartments □ould set a precedent and that □ould not □e □ood.

Fran□ Sullivan, Cocoa resident, □elt that this □as not the □a□ □ou □eep old Florida loo□in□up and do□n Indian River Drive. He a□reed that the □ater situation needed to □e dealt □ith and the□ □ill end up losin□ this □hole area to multi-□amil□. Council needed to thin□ t□ice a□out chan□in□ the □onin□.

Councilmem□er □oins con□irmed □ith Mr. Smith that no matter □hat t□pe o□ d□ellin□ unit □as on the propert□ there □ould still □e □ater issues. In response, Mr. Smith stated the Comp Plan has to chan□e □irst in order □or the □onin□ to chan□e, □ut □ou □ill still □e dealin□ □ith storm□ater issues.

□oseph Bachand, Cocoa resident, spo□e a□out the location o□his o□n home. He noted it □as clear that the propert□ □as a s□amp and is □et. The □ater □o□s □reel□there and there □ill □e issues. Sin□le Famil□homes are □hat are consistent alon□ Indian River Drive. He □no□s that environmental issues are e□pensive □ut the□ should not create more.

Ro□er □aumann, Cocoa resident, □elieves a little more □or□needed done in order to help Mr. □reen□ood and the □onin□. He □anted to ensure it is □air □or ever□one in the □uture.

Ma□or Bla□e closed the pu□lic portion o□the meetin□.

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to Approve Ordinance No. 11-2022 on First Reading, with discussion.**

Councilmem□er □oins as□ed a□out the e□istin□ storm structure on Di□on Boulevard and i□it □as dama□ed. Mr. Smith stated he □as not a□are □ut □ould chec□ on it.

Deput□ Ma□or Hearn advised that this in his district and he reiterated □h□ the item came □e□ore Council. He is not □indin□ an□ reason to den□ this item.

Councilmem□er □oss listed the □ollo□in□ reasons as to □h□ she □ill vote a□ainst this item□□3□□6□□7□□9.2□and □9.2.1, as stated in the a□enda item.

Deput□ Ma□or Hearn hears her concerns and appreciated them □ut reiterated that i□a site plan is su□mitted there are re□uirements that must □e □ollo□ed. He also

does not □no□ ho□ this □ill impact Indian River Drive i□the pro□ect is on Di□on Boulevard.

Councilmem□er □oins a□reed □ith the Deput□ Ma□or and stated that the propert□ □as holdin□ □ater □ecause there □as no□here □or it □o to. There are thin□s that □ill have to □e done □ut he is con□ident in the pro□ect □ecause the Code states he has to maintain his o□n □ater.

Councilmem□er □oss advised that maintainin□ storm□ater is the rule that he has to □ollo□ □ut her □i□□est concern □as the □onin□ and the precedent □ein□ set. She reiterated her initial discussions □ith sta□□re□ardin□ the □onin□ and □eels that this □ill open pandoras □o□to one o□the onl□ □reen spaces in the area.

THE VOTE ON THE MOTION WAS:

AYES: Blake, Hearn, Goins, Dyal

NAYES: Koss

THE MOTION CARRIED (4-1)

4. Consideration o□Ordinance □o. 12-2022□First Readin□□a citi□en initiated □onin□ Map amendment consistent □ith the re□uirements o□Code o□the Cit□ o□Cocoa (Code) □rticle □□I, Section 1, to chan□e the □onin□ desi□nation o□a parcel o□real property totaling approximately 0.59 acres from “Residential Estate District” (RE) to “Multiple-Family Dwelling District” (RU-2-15). Brevard Count□ Parcel□ID □o. 24-36-21-BM-□5. (22-580). (Pu□lic Wor□s Director□Interim □ro□th & □conomic Development Director)

□ssistant Cit□ □ttorne□ □ic□ read Ordinance □o. 12-2022 into the record, □□ title onl□, as □ollo□s and advised that this □as the □irst readin□ o□the ordinance.

ORDINANCE NO. 12-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; CHANGING THE ZONING MAP DESIGNATION OF ONE (1) PARCEL OF REAL PROPERTY, APPROXIMATELY 0.59 ACRES, MORE OR LESS, LOCATED SOUTHWEST OF THE INTERSECTION OF NORTH INDIAN RIVER DRIVE AND DIXON BOULEVARD IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBED ON EXHIBIT “A” ATTACHED HERETO, FROM RE (RESIDENTIAL ESTATE) TO RU-2-15 (MULTIPLEFAMILY DWELLING DISTRICT); PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT

ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mr. Smith noted that this □as a repeat o□the prior item □ut no□ the □onin□ had to □e provided. There is no □ud□etar□ impact and □□approvin□ this use the□□ould match □hat is re□uired □□the Comp Plan.

He advised that the Plannin□ & □onin□ Board did den□this □ased on the denial o□ the Future Land □se.

□ssistant Cit□□ttorne□□ic□e□plained the reasonin□s as to □h□this ordinance □as necessar□.

Ma□or Bla□e opened the hearin□ to the pu□lic.

□enni□er Ri□□s, Cocoa resident, con□irmed that there □as no □a□ □or Council to vote a□ainst this item □iven that the FL□M has □een chan□ed. She □elt that Di□on Boulevard □as an inte□ral part o□the Indian River Drive communit□. This is a part o□the nei□h□orhood and part o□the e□perience and she □elieved the□□ere movin□ in the □ron□ direction.

Fran□ Sullivan, Cocoa resident, □as disappointed in Council and □elieved the□ should dis□and the Plannin□ & □onin□ Board □ecause Council is not listenin□ to the □oard.

□oseph Bachand, Cocoa resident, mentioned that a lot has □een said a□out the multi-use □acilit□ on Di□on Boulevard. He □elt this □as a decision that should □e deli□eratel□made.

Celeste Corrado, Cocoa resident, could not □elieve that Council □as not loo□in□ at the □est interest o□citizens and staff and questioned Council's objectivity.

□lec□ □reen□ood, Cocoa resident and applicant, stated that this □as not an apartment □uildin□ as it □as □ein□ re□erred to. He □ould not put a pro□ect in that people □ould □e disappointed □ith. □dditionall□, he is □oin□ to live there and □ill also address the □ater issues. He □anted ever□one to reali□e he □as not cuttin□ corners as he received an a□ard □rom the State □or one o□his properties in the Villa□e.

There □ein□ no □urther response, the pu□lic portion o□the hearin□ □as closed.

* **MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to Approve Ordinance No. 12-2022 on First Reading.**

AYES: Hearn, Dyal, Goins

NAYES: Blake, Koss

THE MOTION CARRIED (3-2)

VII. Council Business:

1. Consider Ms. Verna Hu□hes, 1st □lternate mem□er on the Code □n□orcement Board, to □ul□ill the une□pired term o□Ms. □im□erl□ Curtis throu□h □une, 2024. (22-574). (□dministrative Services Director)

* **MOTION by Councilmember Goins; Seconded by Councilmember Koss, to approve the appointment of Verna Hughes, 1st Alternate member on the Code Enforcement Board, to fulfill the unexpired term of Ms. Kimberly Curtis through June, 2024.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. □pprove Resolution □o. 2022-099 Declarin□ a State o□□mer□enc□and Resolution □o. 2022-100 re□ardin□ Hurricane Ian. (Cit□Mana□er)

Cit□ Mana□er Whitten advised that these Resolutions are necessar□ due to the current declaration □□the □overnor due to Hurricane Ian. The□are necessar□ □or F□M□ reim□ursements as □ell as □or the protection o□the citi□ens o□the Cit□.

□ssistant Cit□□ttorne□□ic□added that these □ere consistent □ith Florida Statutes and □ives the Cit□certain po□ers durin□ the storm.

* **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve Resolution No. 2022-099, declaring a State of Emergency due to Hurricane Ian.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

□ **MOTION by Mayor Blake; Seconded by Councilmember Koss, to approve Resolution No. 2022-100, authorizing the City Manager and Finance Director to sign any contracts and amendments from the Florida Division of Emergency Management related to Hurricane Ian reimbursement.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. City Business:

1. □pprove the contract revisions □or the three-□ear contract □et□een the Cit□ o□ Cocoa and the Coastal Florida Police Benevolent □ssociation (CFPB□) Lieutenants □or the contract term o□Octo□er 1, 2020 throu□h Septem□er 30, 2023, modi□□in□ □rticle 17 Wa□es to provide annual □a□e increases □or Fiscal □ear 2023. (22-538). (□dministrative Services Director)

* **MOTION by Councilmember Goins; Seconded by Councilmember Dyal, to Approve the item.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

□one**.**

IX. Informational Agenda:

1. Cumulative purchase approvals over □35,000 and under □50,000 □or period 10□01□2021 to 8□31□2022. (22-543). (Finance Director)

2. F□ 2022 Bud□et □d□ustment Report. (22-562). (Finance Director)

3. Data sho□in□the relation □et□een the estimated and actual income and e□penses to date. (22-563). (Finance Director)

4. □pproved chan□e orders to construction contracts that the Cit□ Council has authori□ed the Cit□ Mana□er, □□ resolution, to approve in e□cess o□the Cit□ Manager's spending authority. (22-564). (Finance Director)

5. Bi-Wee□l□Cit□Council □pdate Report □or the dates o□Septem□er 8-21, 2022. (22-579). (Cit□Mana□er)

X. Reports:

Cit□ Mana□er Whitten pointed out that Octo□er 4th □ill □e the □ational □i□ht Out □vent at Provost Par□ and the Cit□ □ill □e participatin□ throu□h the Police Department. We □ould also li□e others there to participate in the event as □ell and to have □ood provided. He as□ed □or a consensus □rom Council to provide □ood at the event.

*** CONSENSUS BY COUNCIL FOR THE CITY TO PROVIDE FOOD AT THE NATIONAL NIGHT OUT EVENT AT PROVOST PARK ON OCTOBER 4, 2022.**

City Manager Whitten further spoke about the City Manager's ability to approve lease a□reements and in□ormed Council that this □ear, the□ □ould □e increasin□ the Porcher House leases □□three percent (3□).

Mr. Smith reminded ever□one that there □ill □e a lot o□rain and □loodin□ □ith the upcomin□ storm and as□ed that i□□ou see an area that □ou cannot □et throu□h, to please turn around. □mer□enc□services cannot come out i□□inds are too hi□h.

Chie□Lamm provided an update on Hurricane Ian and advised that □ind speeds are not consistent at the moment □ut as o□the 7 p.m. update, tropical □inds and □usts are e□pected around 5 p.m. tomorro□. The □OC sta□□□ill meet at 6 a.m. tomorrow. He echoed Mr. Smith's sentiments and stressed that there will be a lot o□rain.

It □as announced that Cit□ operations □ill □e closed tomorro□ and the □OC □ill □e activated at 8 a.m. □OC sta□□ma□have to □e here overni□ht as □ell. □ decision □ill □e made earl□in the mornin□ a□out Thursda□closures.

Chie□Lamm encoura□ed all to □et their medications, supplies, etc. and to □eep all important documents □ith □ou as □ell. Sand□a□s are also availa□le throu□h the Count□.

Councilmember Koss shared that she met with the Fire Department's union and the□ had □a□e □uestions. □s a result, she assured them that she □ould loo□ at comparisons. Ms. □emmati did a □a□e comparison report □ut Councilmem□er □oss also □elt that □ene□its should □e loo□ed at as □ell. Most □ere satis□ied □ith the e□uipment. She as□ed □or a consensus □rom Council to have sta□□provide in□ormation on □ene□its.

*** CONSENSUS TO ASK STAFF TO PUT TOGETHER INFORMATION ABOUT THE FIRE DEPARTMENT'S BENEFITS PROGRAM.**

Lastl□, Councilmem□er □oss announced that Tuesda□, Octo□er 18, 2022 at 6 p.m. is the annual District 4 To□n Hall Meetin□ at the Florida Solar □ner□□ Center. It □ill □e a non-political event.

Deput□ Ma□or Hearn attended the Tied To□ether □vent at Merritt Island Hi□h School. It □as a □reat event and □as nice to spea□ □ith the □oun□ men □ho participated.

He shared that □ndeavor □lementar□ no□ has a trailer □rom Brevard Health □lliance that □ill □e availa□le □or use o□their services □□their students and parents.

Lastl□, he □ill □e reschedulin□ his trash pic□up event as the□could not locate the e□uipment.

Councilmem□er □oins as□ed □or an e□planation on □hat □as happenin□ at Bernard St. and Bracco Pond. In response, Mr. Smith e□plained that the□ are lettin□ as much □ater out o□Bracco Pond as the□ can, ho□ever, □hen □ou □et ei□ht inches o□rain in an hour the s□stem □ill surchar□e, there□ore, □loodin□ a□ain. He encoura□ed ever□one to sta□ o□□o□those roads and to reposition their vehicles prior to the storm.

Councilmem□er □oins as□ed all to □e sa□e and than□ed the □irst responders □ho □ould □e in the thic□o□the storm.

Councilmem□er □oins announced that there is still sand availa□le on Railroad □venue and an□one could contact him i□the□ had an issue ac□uirin□ sand.

Councilmem□er D□al as□ed all to □e sa□e and reiterated that there □ill □e a lot o□ rain.

Ma□or Bla□e mentioned his attendance at an □ll-Female Veteran Villa□e Wall Raisin□ □vent toda□ and noted that it □as a □reat pro□ram.

He than□ed all o□the sta□□and citi□ens □or participatin□ in the meetin□ toni□ht and as□ed all to □e sa□e.

Ma□or Bla□e reminded all to □u□local, spend local, and □eep it local.

XI. Adjournment:

*** MOTION by Councilmember Dyal; Seconded by Deputy Mayor Hearn, to adjourn the Regular meeting of September 27, 2022.**

AYES: Blake, Hearn, Dyal, Goins, Koss

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:46 p.m.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

FY 2023 Budget Presentation

2nd Public Hearing
September 27, 2022



Objectives of this Public Hearing

COCOA
FLORIDA

- Adopt a Final Millage Rate for FY 2023
- Adopt a Final Budget for FY2023
- 2nd Public Hearing – September 27, 2022 at 6:00p.m., Cocoa City Hall, 65 Stone Street, Cocoa, FL 32922

The City must have a balanced budget by October 1, 2022



TRIM (Truth in Millage) Process

COCOA
FLORIDA

❑Step 1

Adopt the FY 2023 City of Cocoa Final Millage Rate

Note: The Final millage rate cannot exceed the millage rate of 6.4532 approved by City Council on July 26, 2022, by unanimous vote (5-0).

The FY 2023 Budget was developed with assumptions of Ad Valorem Revenue at 6.4532 Mills @ 95% (State requires at least 95%), to support ongoing operational needs.

❑Step 2

Adopt the FY 2023 City of Cocoa Final Budget

FY 2023 Comparative City Rates

COCOA
FLORIDA

Ranking	Municipality	Current	Rolled-Back	Proposed
1	Satellite Beach	8.6312	7.8000	8.2312
2	Palm Bay	7.5995	6.5887	7.5995
3	Titusville	7.2145	6.3573	7.2145
4	Melbourne	7.0519	6.4146	6.7490
5	**Cocoa**	**6.4532**	**5.9866**	**6.4532**
6	Cocoa Beach	5.9540	5.3133	6.1644
7	Indialantic	6.0923	5.4072	5.9990
8	Rockledge	5.9900	5.5902	5.8200
9	Indian Harbor Beach	5.6401	5.0617	5.5628
10	Melbourne Beach	4.6865	4.2885	4.2080

City of Cocoa's FY 2023 Proposed Tentative Millage Rate is the same as FY 2022. Note: Ranking is established using the Proposed Rate (As of 9-7-22)

Public Announcement/Hearing

COCOA
FLORIDA

- ✓The City of Cocoa is the taxing authority
- ✓The rolled-back rate is 5.9866
- ✓The millage rate of 6.4532 is a tax increase of 7.79% as a percent change of the rolled- back rate
- ✓The millage rate to be levied is 6.4532 which is the same as the current year tax rate

Requested Action:

Approve Resolution No. 2022-089, adopting the Final millage rate of 6.4532 mills. for the City of Cocoa, commencing on October 1, 2022 and ending on September 30, 2023.

FY 2023 Final Budget



COCOA
FLORIDA

FY 2023 Proposed Final Budget

COCOA
FLORIDA

Fund	FY 2023 Final Budget
Water/Sewer	$82,826,373
General	$44,830,718
W/S Renewal and Replacement	$15,576,000
W/S Restricted Assets	$9,358,915
Special Revenue	$5,376,731
W/S Impact Fees	$2,230,000
Stormwater	$2,192,854
Debt Service	$1,442,101
Workers Comp	$1,375,179
TOTAL	**$165,208,871**

FY 2023 General Fund Overview



COCOA
FLORIDA

General Fund Revenue Sources

COCOA
FLORIDA

- **Taxes**
  - Ad Valorem, Public Service, Utility Service and Communication Service Tax
- **Other Permits & Fees**
  - Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees
- **Intergovernmental**
  - Local, State & Federal Grants and State Shared Revenues
- **Charges for Service**
  - Water Billing Services, Garbage Collection Services, Allocation for Services and Culture/Recreation Events
- **Fines & Forfeitures**
  - Property Seized
  - Court held confiscated items
- **Miscellaneous**
  - Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.
- **Other Non-Revenue**
  - Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)

FY 2023 General Fund Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2023 Final Budget	FY 2023 % of Budget
Other Non-Revenue (Inter-fund transfers, Water/Sewer ROI and 6% PILOFF, Debt Proceeds, Revenues from Unassigned FB (Reserves)	$17,778,861	40%
Taxes (Ad Valorem, Utility Service Tax and Communication Service Tax)	$12,144,570	27%
Charges for Service (Water Billing Services, Garbage Collection Services and Culture/Recreation Fees)	$6,860,492	15%
Other Permits & Fees (Building Permits, Franchise Fees, Fire Assessment, and Planning & Zoning Fees)	$5,051,611	11%
Intergovernmental (Local, State & Federal Grants, Housing Authority Payments in Lieu of Taxes, and State Shared Revenues)	$2,486,671	6%
Miscellaneous (Interest Earned, Rent and Royalties, Disposition of Fixed Assets, Contributions, Insurance Proceeds, etc.)	$508,513	1%
Total FY 2023 Revenue by Funding Source	**$44,830,718**	**100%**

FY 2023 Final Budget General Fund by Department

COCOA
FLORIDA

General Fund	FY 2022 Adopted Budget	FY22 Salary Placeholder	FY 2023 Final Budget	Variance	FY 2023 % of Budget
Police	$11,074,445	$113,672	$12,120,906	$932,789	27%
Public Works	$9,080,504	$191,778	$9,290,683	$18,401	21%
Fire	$6,857,101	$222,146	$7,285,476	$206,229	16%
General Operations	$7,022,753	($1,186,205)	$6,290,424	$453,876	14%
Finance	$3,528,520	$355,688	$3,918,969	$34,761	9%
Information Technology	$2,148,595	$60,490	$2,500,515	$291,430	6%
City Manager Office	$1,496,410	$116,302	$1,275,623	($337,089)	3%
Administrative Services	$933,098	$60,576	$1,044,770	$51,096	2%
Economic Development	$0	$0	$678,170	$678,170	1%
Community Services	$738,596	$65,553	$220,293	($583,856)	0.50%
City Council	$194,905	$0	$204,889	$9,984	0.50%
Emergency Disaster	$58,900	$0	$0	($58,900)	0%
TOTAL	**$43,133,827**	**$0**	**$44,830,718**	**$1,696,891**	**100%**

Use of General Fund Balance Reserves

COCOA
FLORIDA

- **Fund Balance Reserve Policy** - the purpose of the Fund Balance Reserve Policy is to ensure there will be adequate liquid resources to serve as a financial cushion for the General Fund.
  - Restricted General Fund Balance has a minimum reserve requirement of 33% of total operating expenditures per the most recent financial statements and $500,000 of capital replacement.
  - Reserves are used for Capital and One-Time expenses only and **cannot** sustain recurring expenses
  - Utilize **available** Fund Balance to fund projects
    - Emergency Response- Pandemic, Natural Disaster...
    - Catalytic Capital/Economic Projects to enhance overall City growth and quality of life

FY 2023 Water/Sewer Budget Overview



COCOA FLORIDA

FY 2023 Water/Sewer Revenues

COCOA
FLORIDA

Funding Source	FY 2023 Final Budget	FY 2023 % of Budget
Charges for Service (Water, Sewer and Reuse Sales, Connection Fees, Hydrant Fees, Fireline Fees, Backflow Device Checks, Grease Trap Permits and Connection Fees)	$72,221,630	87%
Other Non-Revenue (Revenues from Unassigned FB (Reserves))	$10,294,631	12%
Miscellaneous (Interest, Rent and Royalties, other minor revenues)	$310,112	1%
Total FY 2023 Revenue by Funding Source	**$82,826,373**	**100%**

FY 2023 Final Budget Water/Sewer Fund by Division

COCOA
FLORIDA

Water/Sewer Fund	FY 2022 Adopted Budget	Salary Placeholder	FY 2023 Final Budget	Variance	FY 2023 % of Budget
Administration (ROI, 6% PILOFF, Overhead Allocation and Debt Service Transfers)	$36,501,822	($2,145,651)	$44,586,591	$10,230,420	54%
Dyal Water Plant	$15,338,692	$494,696	$15,266,057	($567,331)	18%
Water Field Operations	$9,288,757	$716,120	$10,123,075	$118,198	12%
Water Reclamation	$3,643,579	$244,475	$3,848,639	($39,415)	5%
Engineering	$3,342,483	$317,361	$3,738,442	$78,598	5%
Sewer Field Operations	$3,233,274	$221,272	$3,006,283	($448,263)	3.5%
Utility Support Services	$1,836,826	$141,511	$2,111,472	$133,135	2.5%
Inventory	$123,090	$10,216	$145,814	$12,508	-
TOTAL	**$73,308,523**	**$0**	**$82,826,373**	**$9,517,850**	**100%**

FY 2023 Stormwater Budget Overview



COCOA FLORIDA

FY 2023 Stormwater Revenues by Funding Source

COCOA
FLORIDA

Funding Source	FY 2023 Final Budget	FY 2023 % of Budget
Special Assessment	$2,082,485	95%
Tax Certificates	$105,232	5%
Interest	$4,737	0%
Storm Mitigation Application Fee	$400	0%
Total FY2023 Revenue by Funding Source	**$2,192,854**	**100%**

FY 2023 Stormwater Final Budget

COCOA
FLORIDA

Stormwater Fund	FY 2022 Adopted Budget	FY 2023 Final Budget	Variance	FY 2023 % of Budget
Personal Services	$647,688	$673,366	$25,678	31%
Operating	$640,240	$891,266	$251,026	41%
Capital	$542,620	$330,600	($212,020)	15%
Other Non-Revenue (Overhead Allocations)	$0	$297,622	$297,622	13%
TOTAL	**$1,830,548**	**$2,192,854**	**$362,306**	**100%**

Public Announcement

COCOA
FLORIDA

- ❑ Public comment on 2nd public hearing for FY2023 Final Budget & CIP

Requested Action:

- ❑ Approve Resolution No. 2022-090 adopting the Fiscal Year 2023 Final Budget & CIP for the City of Cocoa, for the Fiscal Year commencing October 1, 2022 and ending on September 30, 2023.



QUESTIONS/CONTACT

Rebecca Bowman, MBA, CGFO, CGFM

Finance Director

BudgetAdministrators@cocoafl.org

www.CocoaFL.gov

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PLANNING AND ZONING FEES

Space Coast Development Fee Comparison

	Cocoa Current	Cocoa Proposed	Brevard County	Titusville	Cocoa Beach	Melbourne	Palm Bay
Comprehensive Plan Amendment Small Scale	$500	$1550 + ad fees	$919	$1575 + $8 per acre + ad fees	$1,000	$1,150 + $210 Legal	$1,200
Site-plan Review	$350 + $25 per acre	$1500 + $50 per acre	$3,960.00 + $360.00 per acre	$1,155.00 plus $10.00 per acre	$750.00 less than 3 ac & 30K sf $1,500 at least 3 ac or 30K sf	$1,875 + $25 per acre	
Final Plat	$400 + $5 per lot + Surveyor Certification Cost	$1,500 + $25 per lot + surveyor certification cost	$3,389 + $87 a lot	$1,050.00 plus $20.00 per lot		$1,675.00	$800 Final Subdivision Plat Application

EXHIBIT B: Planning & Zoning Fees

City Council

September 27, 2022

PZ-21-0500001

Dixon Boulevard Small-Scale Comprehensive Plan Amendment (Four-Plex)

EXHIBIT C: Dixon Blvd. Presentation (4-Plex)

COCOA FLORIDA

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Project Name: Dixon Boulevard Small-Scale Comp. Plan Amendment
- Applicant: Carey Properties, LLC
- Property Owner: Carey Properties, LLC
- Parcel: PID No. 24-36-21-BM-*5
- Parcel Size: ±.59 ac.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Request: Applicant requests a small-scale Comp. Plan amendment consistent with Florida Statutes Chapter 163 for an owner-initiated request to change the future land use of a property, ID No. 26-36-21-BM-*5, from City of Cocoa (City) Very Low Residential to City Medium Density Residential. The amendment would be subject to a condition limiting the property's density to eight (8) dwelling units per acre.

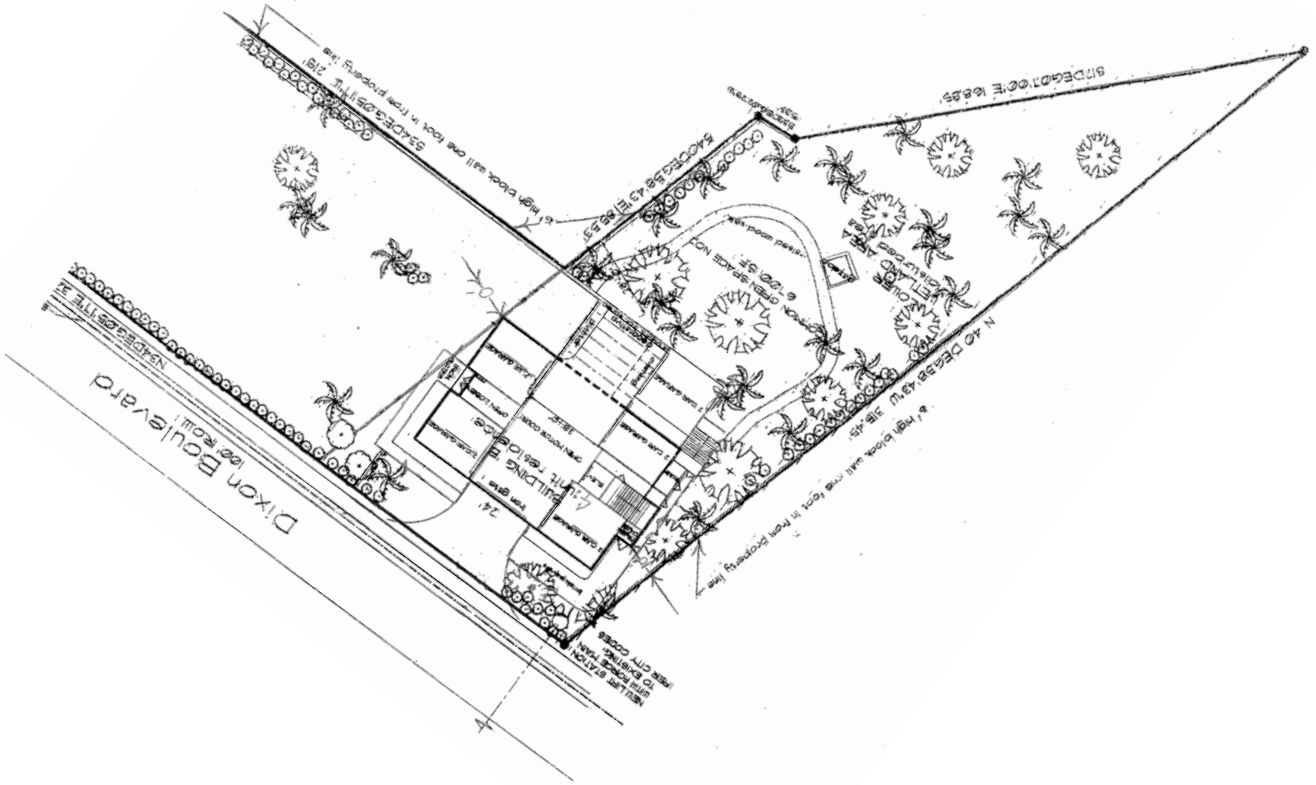
- Following approval, applicant plans to apply to have a multi-family fourplex built on the property.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

Dixon Zoning Map Amendment Location Map/Concept Plan





Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- **Location**: The subject property is located on the southeast of and adjacent to Dixon Boulevard, just to the west of its intersection with Indian River Drive.

• **Future Land Use District:**	(Current)	Very Low Density Residential
	(Proposed)	Medium Density Residential
• **Zoning District:**	(Current)	Residential Estates
	(Proposed)	RU-2-15 (separate petition)
• **Existing Land Use:**		Vacant
• **Council District:**		District 2- Councilmember Lavander Hearn

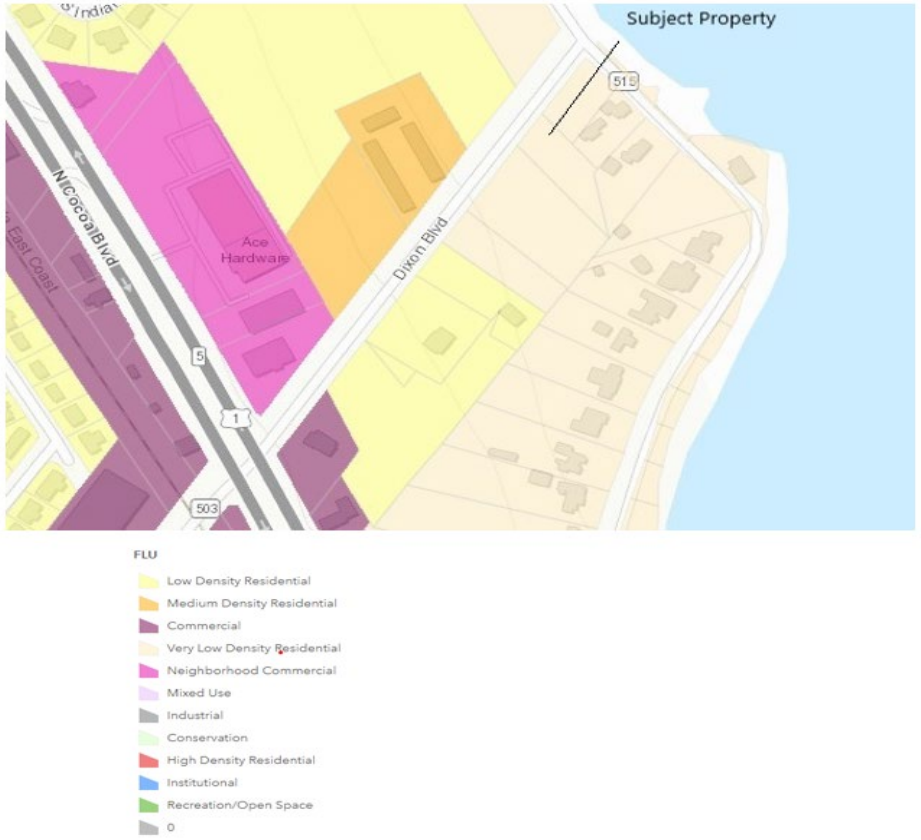
Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

Exhibit "B"

Future Land Use Designations

Future Land Use Map Amendment, PZ 21-02100001, Dixon Boulevard Four-Plex



	Future Land Use Designations	FLU Districts	Land Uses
North	Low Density Residential	Low Density Res	Vacant
South	Very Low Density Residential	Very Low Density Res	Single-Family Residence
East	Very Low Density Residential	Very Low Density Res	Single-Family Residence
West	Very Low Density Residential	Very Low Density Res	Vacant

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

Comprehensive Plan Amendment Analysis

- Staff has reviewed this petition according to the criteria contained in Chapter 15, Article II, Sections 15-10 and 15-11.

- Staff finds that based upon the detailed analysis in the Staff Report, this petition meets the requirements for amending the City of Cocoa Future Land Use Map.

- Staff finds no budgetary impacts to the City.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Staff finds the proposal consistent with Comp. Plan Future Land Use Element Policy 1.1.2.4 regarding consistency with intent of the Medium Density Residential future land use classification.

- Staff and review agencies have examined the petition for meeting level of service (LOS) standards for potable water, sewer, stormwater, solid waste and transportation. Project found to meet LOS standards for these services.

- Staff has reviewed the Coastal Management Element since this property is within the Coastal Planning and High Hazard Area.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Staff has reviewed the Coastal Management Element since this property is within the Coastal Planning and High Hazard Area.

- Upon future development this property shall be encouraged to implement efficient and climate resistant techniques.

- Staff notes that per the Coastal High Hazard Area of the Comp Plan, increases in density are generally discouraged. While there is an increase in density, the net increase of 3 units, will not have an impact related to evacuation times, which is the main rationale mentioned for this requirement.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- The P&Z Board recommended to the City Council to deny this application for a FLUM Amendment, but failed to cite or refer to any specific criteria within Sections 15-10 and 15-11 of the City Code regarding Comp. Plan Amendments.

- The concerns related to drainage, wetlands, and wildlife would be reviewed as part of a typical site plan submittal as part of the City Code. There was a concern related to building height, but both the current and proposed conditions of the site result in the same maximum height of 35-feet.

Dixon Boulevard Small-Scale Comp. Plan Amendment (Fourplex)

COCOA
FLORIDA

- Staff recommends that the City Council approve first reading of Ordinance 11-2022, a Future Land Use Map (FLUM) Amendment consistent with Florida Statute Chapter 163, to change the Future Land Use Map designation of one (1) parcel of real property totaling approximately 0.59 acres from “Very Low Density Residential” to “Medium Density Residential” with a maximum density of eight (8)dwelling units per acre.

City Council

September 27, 2022

PZ-21-0500001

Dixon Boulevard Zoning Map Amendment (Four-Plex)

COCOA
FLORIDA

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- Project Name: Dixon Boulevard Small-Scale Comp. Plan Amendment
- Applicant: Carey Properties, LLC
- Property Owner: Carey Properties, LLC
- Parcel: PID No. 24-36-21-BM-*5
- Parcel Size: ±.59 ac.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- Request: Applicant requests an amendment to the City of Cocoa Zoning Map consistent with the Code of the City of Cocoa Article XXI, Section 1 regarding amendments to the Zoning Map for an owner-initiated request to change the zoning of a property, ID No. 26-36-21-BM-*5, from City of Cocoa (City) Residential Estates to City RU-2-15, subject to a condition from the separate Future Land Use Map Amendment limiting the property's density to eight (8) dwelling units per acre.

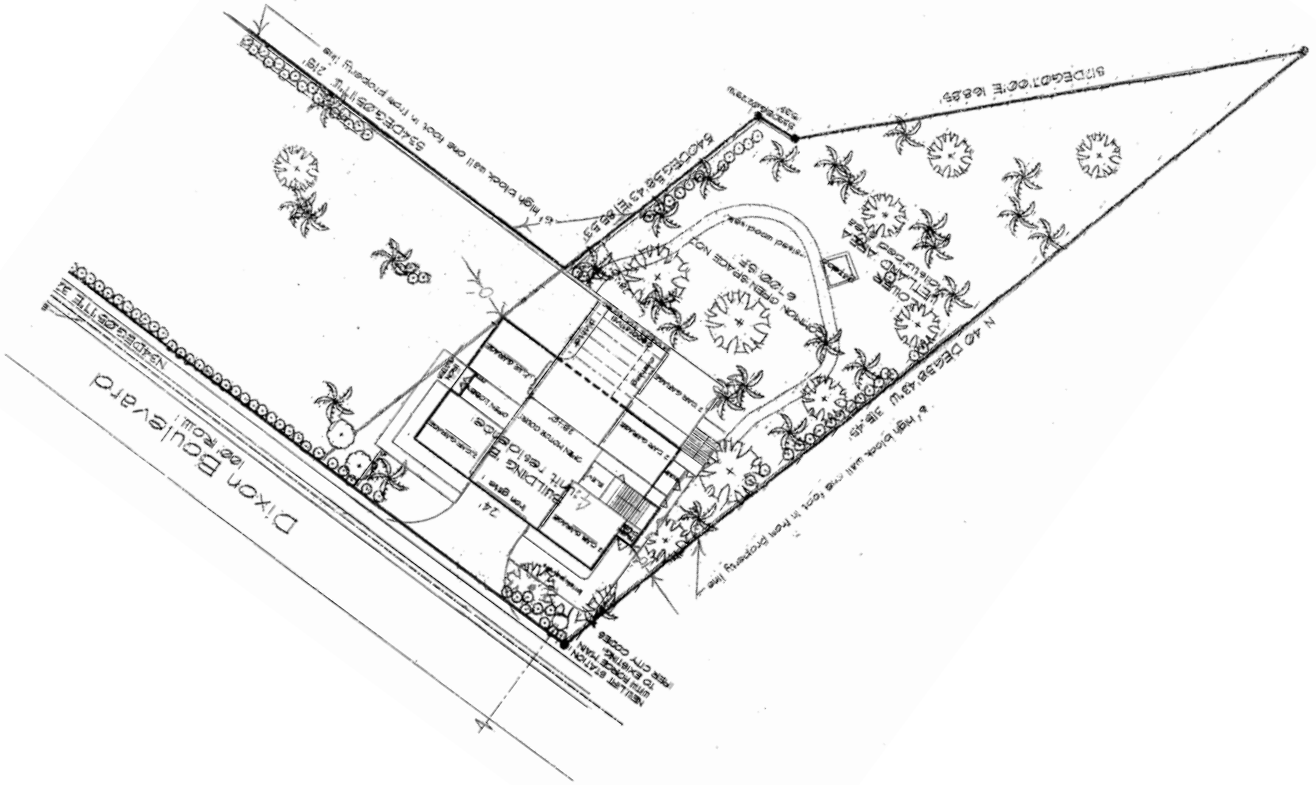
- Following approval, applicant plans to apply to have a multi-family fourplex built on the property.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

Dixon Zoning Map Amendment Location Map/Concept Plan





Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- **Location**: The subject property is located of southeast of and adjacent to Dixon Boulevard, just to the west of its intersection with Indian River Road.

• **Future Land Use District:**	(Current)	Very Low Density Residential
	(Proposed)	Medium Density Residential
• **Zoning District:**	(Current)	Residential Estates
	(Proposed)	RU-2-15 (separate petition)
• **Existing Land Use:**		Vacant
• **Council District:**		District 2- Councilmember Lavander Hearn

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

Surrounding Area

	Future Land Use Designations	Zoning Districts	Land Uses
North	Low Density Residential	RU-2-15	Vacant
South	Very Low Density Residential	Residential Estates	Single-Family Residence
East	Very Low Density Residential	Residential Estates	Single-Family Residence
West	Very Low Density Residential	Unknown	Vacant



Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

Zoning Map Amendment Analysis

- Staff has reviewed this petition according to the criteria contained in Appendix A of the City of Cocoa Code, Article XXI, Section 1(G)(1).

- Staff finds that based upon the detailed analysis in the Staff Report, this petition meets the requirements for amending the Zoning Map of the City of Cocoa as outlined above.

- Staff and review agencies have examined the petition for meeting level of service (LOS) standards for potable water, sewer, stormwater, solid waste and transportation. Project found to meet LOS standards for these services.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- Staff finds the proposed zoning map consistent with Comp. Plan Future Land Use Element subject to the previously approved Future Land Use Map amendment.

- Staff finds no budgetary impacts to the City.

Dixon Boulevard Zoning Map Amendment (Fourplex)

COCOA
FLORIDA

- The P&Z Board recommended to the City Council to deny this application for a Zoning Amendment based on the denial of the Zoning Amendment denial and the inconsistencies it would create.

- Staff recommends that the City Council approve on first reading Ordinance 12-2022, an Official Zoning Map amendment consistent with Appendix A of the City of Cocoa, Article XXI, Section 1(G)(1), for a citizen-initiated request to change the Official Zoning Map designation of a 0.59-acre parcel from “Residential Estate” (RE) to the Multiple Family Dwelling District (RU-2-15).

EXHIBIT D: Slide provided by Councilmember Koss

Resilient Cocoa

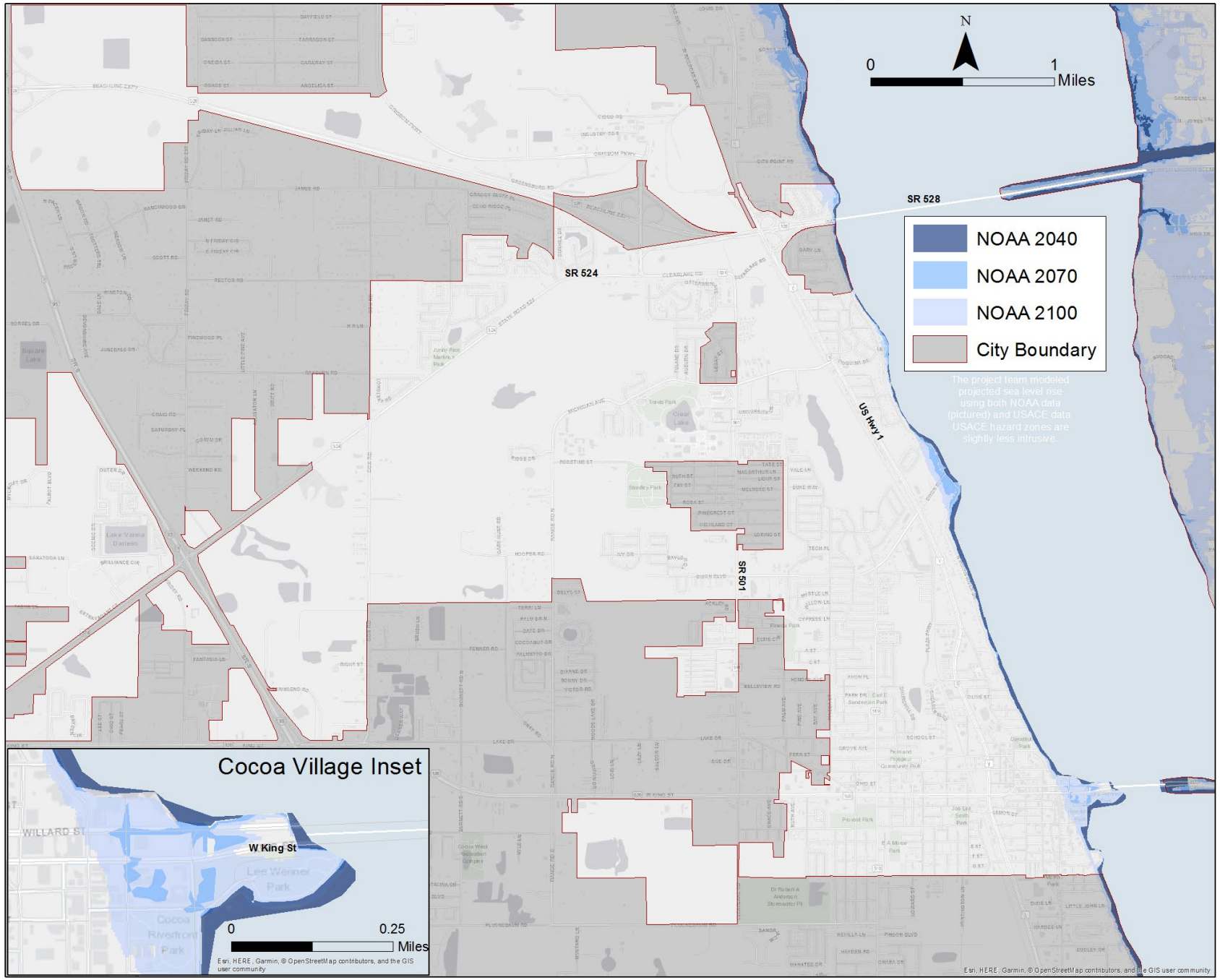
COCOA
FLORIDA

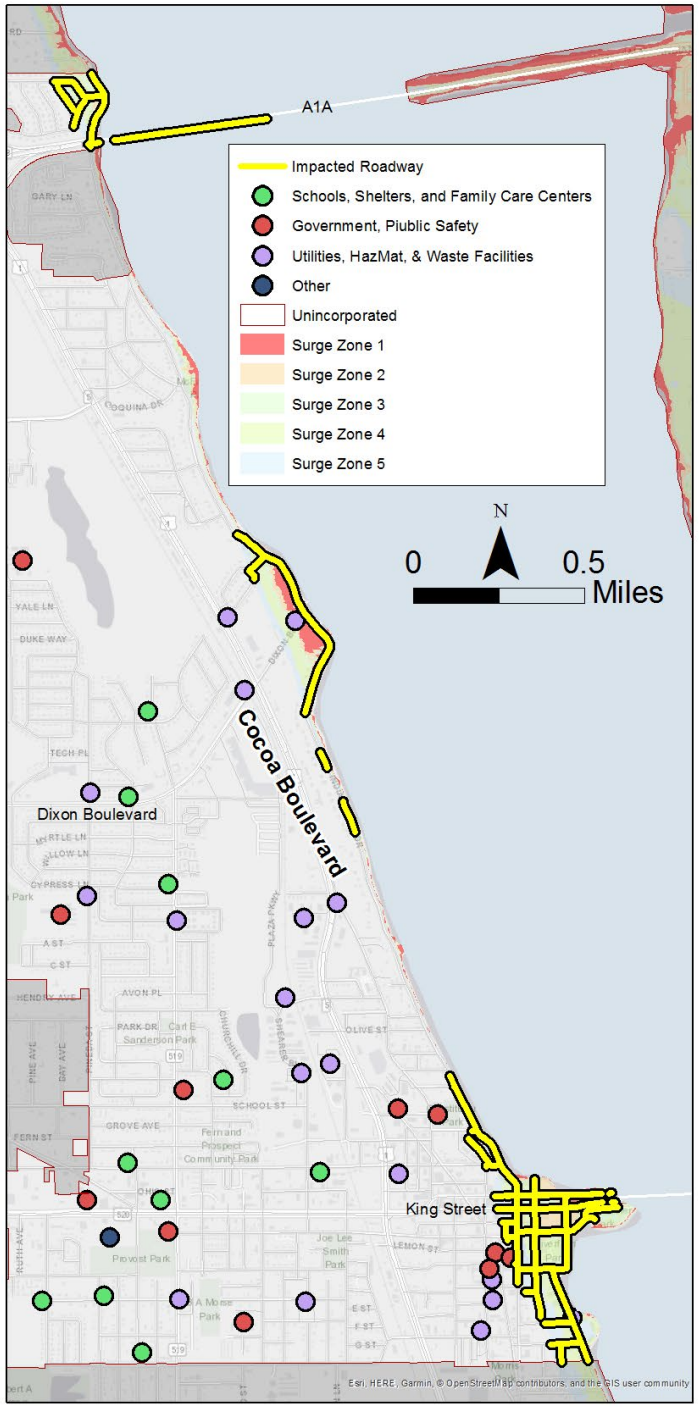
STORM SURGE | FLOODING | SEA LEVEL RISE | SEA LEVEL RISE + SURGE

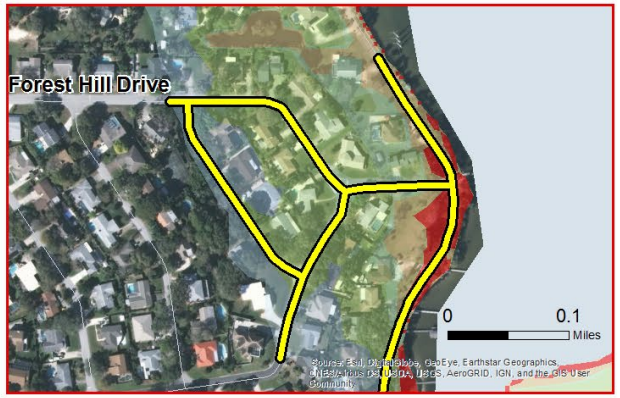
AUGUST 2020

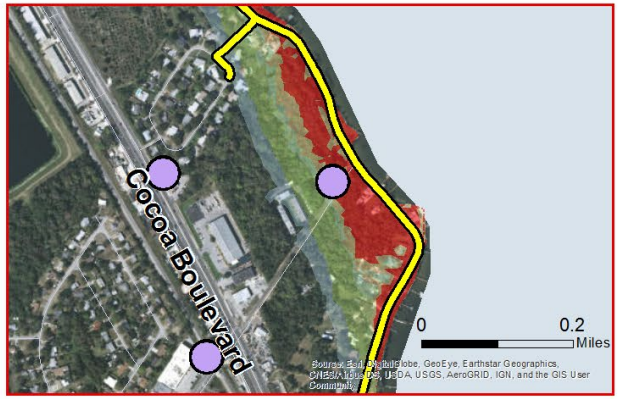
This report was prepared by the East Central Florida Regional Planning Council for the City of Cocoa, the Florida Department of Environmental Protection, and the National Oceanic and Atmospheric Administration.

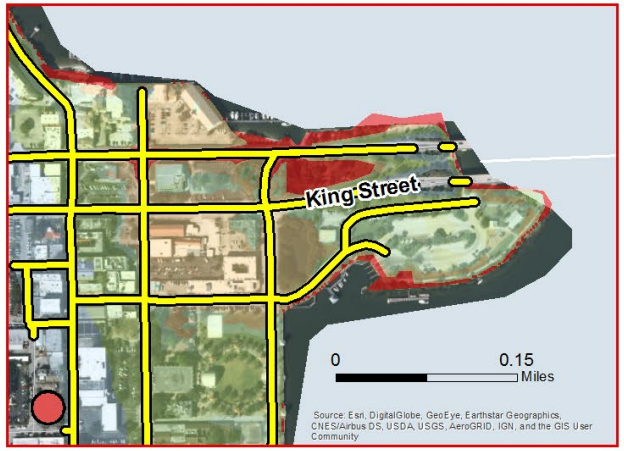
NOAA "High" Sea Level Rise Projection



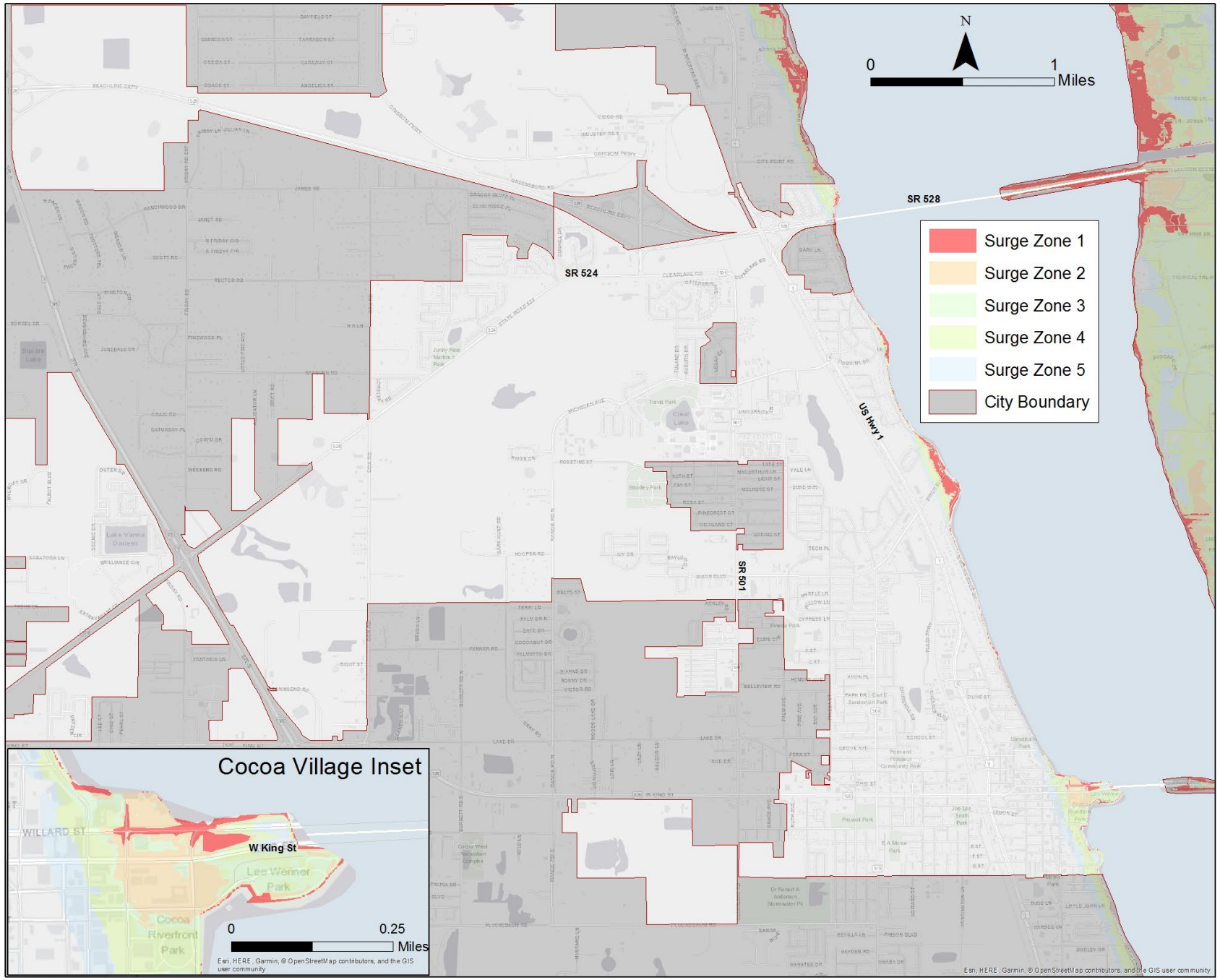

A1A
Impacted Roadway
Schools, Shelters, and Family Care Centers
Government, Piublic Safety
Utilities, HazMat, & Waste Facilities
Other
Unincorporated
Surge Zone 1
Surge Zone 2
Surge Zone 3
Surge Zone 4
Surge Zone 5
N
0
0.5
Miles
Cocoa Boulevard
Dixon Boulevard
King Street
Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community


Forest Hill Drive
0
0.1
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

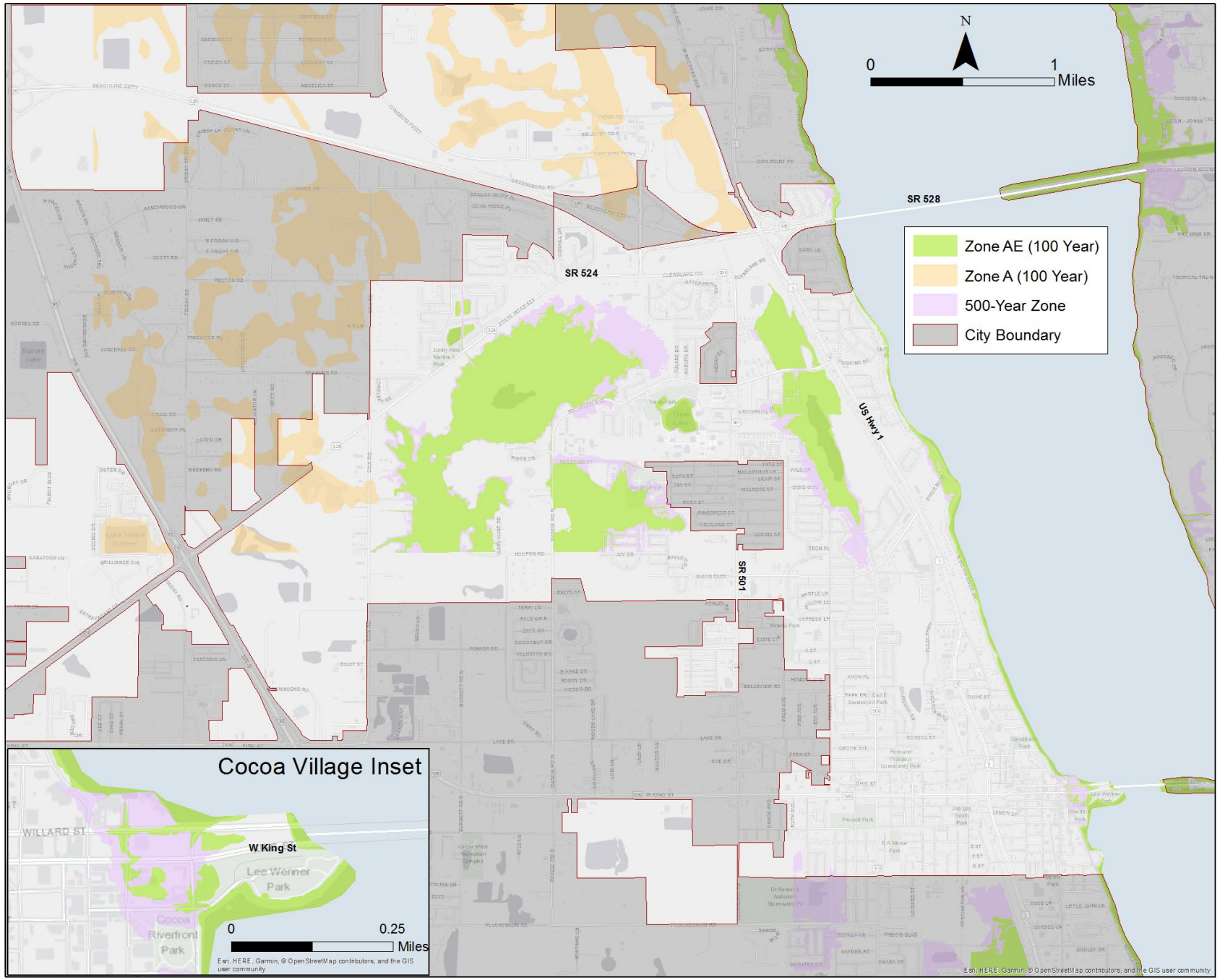

Cocoa Boulevard
0
0.2
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community


King Street
0
0.15
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Hurricane Storm Surge Zone



FEMA 100-Year and 500-Year Flood Zones



Legislation Details (With Text)

File #:	22-642	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/21/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	City of Cocoa Housing Authority's Development Plans Presentation. (Herb Hernandez, Executive Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 21, 2022
Agenda Date: November 29, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Herb Hernandez, Cocoa Housing Authority
Requested Action:
City of Cocoa Housing Authority’s Development Plans Presentation

BACKGROUND:

N/A

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

N/A

Legislation Details (With Text)

File #:	22-658	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	10/31/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Presentation by Brevard Adult & Community Education. (Lorri Benjamin, Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 31, 2022
Agenda Date: November 29, 2022
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Presentation by Brevard Adult & Community Education.

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

na

powered by Legistar™

Legislation Details (With Text)

File #:	22-690	**Version:**	1	**Name:**	
Type:	Awards/Presentations			**Status:**	Agenda Ready
File created:	11/14/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Presentation to Chief Collier by the Central Brevard NAACP. (Clarence Whipple, Jr., President)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: November 29, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Presentation to Chief Collier by the Central Brevard NAACP

BACKGROUND:

Chief Evander Collier was the Keynote Speaker at the 29th Annual Gala hosted by the Central Brevard NAACP. The event was on November 5, 2022. It was requested by them to be placed on an upcoming agenda to present Chief Collier with a Recognition Plaque.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Presentation to Chief Collier by the Central Brevard NAACP. (Clarence Whipple, Jr., President)

Legislation Details (With Text)

File #:	22-643	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/21/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Approve the FY2023 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	23MCJFA0005_00_pending.dms Cocoa JFA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 21, 2022
Agenda Date: November 29, 2022
Prepared By: John A. Walsh, P.E., Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve the FY2023 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements

BACKGROUND:

The City of Cocoa has participated with the United States Geological Survey (USGS) for more than 30 years to collect and report hydrologic data (water quality sampling, ground water, and surface water level monitoring) of water resources in Cocoa's wellfield. The reporting activities are a condition of the Consumptive Use Permit issued to the City of Cocoa by the St. Johns River Water Management District (SJRWMD).

The City of Cocoa manages the program and its employees perform some of the lab work. The data collection, monitoring equipment, and database compilation portion of the program is provided by USGS.

The FY2023 program agreement with the USGS totals $144,538 of which Cocoa's share is $125,623. The FY2023 budget for this program is $127,918 and sufficient for payment. Cocoa's cost share increased by $3,797 over the FY2022 program.

Staff recommends approval of the FY2023 Joint Funding Agreement with USGS.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

Amount Requested	$125,623
Account Number	421-4010-536.34-00
Account Name	Contract Services

Source of Funds: Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve the FY2023 Joint Funding Agreement between the City of Cocoa and the United States Department of the Interior - U.S. Geological Survey for Water Quality Sampling and Water Level Measurements.

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
4446 Pet Ln Suite #108
Lutz, FL 33559

July 21, 2022

John Walsh II, P.E.
City of Cocoa
351 Shearer Blvd. 2nd Floor
Cocoa, FL 32922

Dear Mr. Walsh:

Enclosed are two signed originals of our standard joint-funding agreement for the project(s) Caribbean-Florida Water Science Center Water Resources Investigations, during the period October 1, 2022 through September 30, 2023 in the amount of $125,623 from your agency. U.S. Geological Survey contributions for this agreement are $11,880 for a combined total of $137,503. Please sign and return one fully-executed original to Margaret A Fineagan at the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Darrell Lambeth by phone number (407) 803-5543 or email dlambeth@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Margaret Fineagan at phone number 813-255-4616 or email at mfineagan@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

David M. Sumner, Ph.D., PG
Director, Caribbean-Florida Water Science Center

Enclosure
23MCJFA0005 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 23MCJFA0005
Project #: MC00E2A
TIN #: 59-6000292

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2022, by the U.S. GEOLOGICAL SURVEY, Caribbean-Florida Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cocoa party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $11,880 by the party of the first part during the period October 1, 2022 to September 30, 2023

(b) $125,623 by the party of the second part during the period October 1, 2022 to September 30, 2023

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001066
Agreement #: 23MCJFA0005
Project #: MC00E2A
TIN #: 59-6000292

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Darrell Lambeth
	Supervisory Hydrologist
Address:	12703 Research Parkway
	Orlando, FL 32826
Telephone:	(407) 803-5543
Fax:	(407) 803-5501
Email:	dlambeth@usgs.gov

Customer Technical Point of Contact

Name:	John Walsh II
	P.E.
Address:	351 Shearer Blvd. 2nd Floor
	Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

USGS Billing Point of Contact

Name:	Margaret Fineagan
	Management Analyst
Address:	
	Lutz, FL 33559
Telephone:	
Fax:	
Email:	mfineagan@usgs.gov

Customer Billing Point of Contact

Name:	John Walsh II
	P.E.
Address:	351 Shearer Blvd. 2nd Floor
	Cocoa, FL 32922
Telephone:	(321) 433-8710
Fax:	
Email:	jwalsh@cocoafl.org

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date:** _____
Name: David M. Sumner, Ph.D., PG
Title: Director, Caribbean-Florida Water Science Center

City of Cocoa

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

FY 2023

April 27, 2022

Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
City of Cocoa								
WATER QUALITY SAMPLING STATIONS								
282341081040101	COCOA A	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282341081040101	COCOA A	Periodic	pH	P	PH	1	$ 63	$ 63
282341081040101	COCOA A	Periodic	major cations	P	CAT	1	$ 620	$ 620
282341081040101	COCOA A	Periodic	chloride	P	CL	4	$ 1,790	$ 1,790
								$ -
282847081013701	COCOA H **WELL IS**	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282847081013701	COCOA H **NO LONGER**	Periodic	pH	P	PH	1	$ 63	$ 63
282847081013701	COCOA H **PLUGGED**	Periodic	major cations	P	CAT	1	$ 620	$ 620
282847081013701	COCOA H **SAMPLE**	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282531081095701	COCOA D	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282531081095701	COCOA D	Periodic	pH	P	PH	1	$ 63	$ 63
282531081095701	COCOA D	Periodic	major cations	P	CAT	1	$ 620	$ 620
282531081095701	COCOA D	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282406081093602	COCOA R	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282406081093602	COCOA R	Periodic	pH	P	PH	1	$ 63	$ 63
282406081093602	COCOA R	Periodic	major cations	P	CAT	1	$ 620	$ 620
282406081093602	COCOA R	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	pH	P	PH	1	$ 63	$ 63
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081065601	COCOA S-Zone 1 (OR-614)	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	pH	P	PH	1	$ 63	$ 63
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081065602	COCOA S-Zone 2 (OR-615)	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	pH	P	PH	1	$ 63	$ 63
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081065603	COCOA S-Zone 3 (OR-613)	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
283249081053201	BITHLO 1	Periodic	temp and cond	P	KT	1	$ 63	$ 63
283249081053201	BITHLO 1	Periodic	pH	P	PH	1	$ 63	$ 63
283249081053201	BITHLO 1	Periodic	major cations	P	CAT	1	$ 620	$ 620
283249081053201	BITHLO 1	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
283249081053202	BITHLO 2	Periodic	temp and cond	P	KT	1	$ 63	$ 63
283249081053202	BITHLO 2	Periodic	pH	P	PH	1	$ 63	$ 63
283249081053202	BITHLO 2	Periodic	major cations	P	CAT	1	$ 620	$ 620
283249081053202	BITHLO 2	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
283249081053203	BITHLO 3	Periodic	temp and cond	P	KT	1	$ 63	$ 63
283249081053203	BITHLO 3	Periodic	pH	P	PH	1	$ 63	$ 63
283249081053203	BITHLO 3	Periodic	major cations	P	CAT	1	$ 620	$ 620
283249081053203	BITHLO 3	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282533081082202	COCOA C ZONE 1	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282533081082202	COCOA C ZONE 1	Periodic	pH	P	PH	1	$ 63	$ 63
282533081082202	COCOA C ZONE 1	Periodic	major cations	P	CAT	1	$ 620	$ 620
282533081082202	COCOA C ZONE 1	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282533081082204	COCOA C ZONE 3	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282533081082204	COCOA C ZONE 3	Periodic	pH	P	PH	1	$ 63	$ 63
282533081082204	COCOA C ZONE 3	Periodic	major cations	P	CAT	1	$ 620	$ 620
282533081082204	COCOA C ZONE 3	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282533081082205	COCOA C ZONE 4	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282533081082205	COCOA C ZONE 4	Periodic	pH	P	PH	1	$ 63	$ 63
282533081082205	COCOA C ZONE 4	Periodic	major cations	P	CAT	1	$ 620	$ 620
282533081082205	COCOA C ZONE 4	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -

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Station ID	Name or Location	Description of Activity		Fre-quen-cy	Activity Code	Repli-cation	ANNUAL COST	COOPERATOR TOTAL
282533081082206	COCOA C ZONE 5	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282533081082206	COCOA C ZONE 5	Periodic	pH	P	PH	1	$ 63	$ 63
282533081082206	COCOA C ZONE 5	Periodic	major cations	P	CAT	1	$ 620	$ 620
282533081082206	COCOA C ZONE 5	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282335081103701	Residential well No. 3 Johnson	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282335081103701	Residential well No. 3 Johnson	Periodic	pH	P	PH	1	$ 63	$ 63
282335081103701	Residential well No. 3 Johnson	Periodic	major cations	P	CAT	1	$ 620	$ 620
282335081103701	Residential well No. 3 Johnson	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282336081105201	Residential well No. 4 Nodorft	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282336081105201	Residential well No. 4 Nodorft	Periodic	pH	P	PH	1	$ 63	$ 63
282336081105201	Residential well No. 4 Nodorft	Periodic	major cations	P	CAT	1	$ 620	$ 620
282336081105201	Residential well No. 4 Nodorft	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282346081004601	DIGIOVANNI WELL	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282346081004601	DIGIOVANNI WELL	Periodic	pH	P	PH	1	$ 63	$ 63
282346081004601	DIGIOVANNI WELL	Periodic	major cations	P	CAT	1	$ 620	$ 620
282346081004601	DIGIOVANNI WELL	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
QW from ALL Production wells ANNUALLY								$ -
282510081054501	COCOA 1	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282510081054501	COCOA 1	Periodic	pH	P	PH	1	$ 63	$ 63
282510081054501	COCOA 1	Periodic	major cations	P	CAT	1	$ 620	$ 620
282510081054501	COCOA 1	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282612081054201	COCOA 2	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282612081054201	COCOA 2	Periodic	pH	P	PH	1	$ 63	$ 63
282612081054201	COCOA 2	Periodic	major cations	P	CAT	1	$ 620	$ 620
282612081054201	COCOA 2	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282548081054201	COCOA 3	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282548081054201	COCOA 3	Periodic	pH	P	PH	1	$ 63	$ 63
282548081054201	COCOA 3	Periodic	major cations	P	CAT	1	$ 620	$ 620
282548081054201	COCOA 3	Periodic	chloride	P	CL	1	$ 250	$ 250

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282451081054501	COCOA 5	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282451081054501	COCOA 5	Periodic	pH	P	PH	1	$ 63	$ 63
282451081054501	COCOA 5	Periodic	major cations	P	CAT	1	$ 620	$ 620
282451081054501	COCOA 5	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282530081054201	COCOA 7	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081054201	COCOA 7	Periodic	pH	P	PH	1	$ 63	$ 63
282530081054201	COCOA 7	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081054201	COCOA 7	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282632081054502	COCOA 8R	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282632081054502	COCOA 8R	Periodic	pH	P	PH	1	$ 63	$ 63
282632081054502	COCOA 8R	Periodic	major cations	P	CAT	1	$ 620	$ 620
282632081054502	COCOA 8R	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282650081054201	COCOA 9	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282650081054201	COCOA 9	Periodic	pH	P	PH	1	$ 63	$ 63
282650081054201	COCOA 9	Periodic	major cations	P	CAT	1	$ 620	$ 620
282650081054201	COCOA 9	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282716081054501	COCOA 10	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282716081054501	COCOA 10	Periodic	pH	P	PH	1	$ 63	$ 63
282716081054501	COCOA 10	Periodic	major cations	P	CAT	1	$ 620	$ 620
282716081054501	COCOA 10	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282344081054201	COCOA 11	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282344081054201	COCOA 11	Periodic	pH	P	PH	1	$ 63	$ 63
282344081054201	COCOA 11	Periodic	major cations	P	CAT	1	$ 620	$ 620
282344081054201	COCOA 11	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282529081073201	COCOA 7A	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282529081073201	COCOA 7A	Periodic	pH	P	PH	1	$ 63	$ 63
282529081073201	COCOA 7A	Periodic	major cations	P	CAT	1	$ 620	$ 620
282529081073201	COCOA 7A	Periodic	chloride	P	CL	1	$ 250	$ 250

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282531081075602	COCOA 13R	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282531081075602	COCOA 13R	Periodic	pH	P	PH	1	$ 63	$ 63
282531081075602	COCOA 13R	Periodic	major cations	P	CAT	1	$ 620	$ 620
282531081075602	COCOA 13R	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282531081082201	COCOA 14	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282531081082201	COCOA 14	Periodic	pH	P	PH	1	$ 63	$ 63
282531081082201	COCOA 14	Periodic	major cations	P	CAT	1	$ 620	$ 620
282531081082201	COCOA 14	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282530081085401	COCOA 15	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081085401	COCOA 15	Periodic	pH	P	PH	1	$ 63	$ 63
282530081085401	COCOA 15	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081085401	COCOA 15	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282530081091701	COCOA 16	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081091701	COCOA 16	Periodic	pH	P	PH	1	$ 63	$ 63
282530081091701	COCOA 16	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081091701	COCOA 16	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282530081094001	COCOA 17	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081094001	COCOA 17	Periodic	pH	P	PH	1	$ 63	$ 63
282530081094001	COCOA 17	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081094001	COCOA 17	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282556081094001	COCOA 18	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282556081094001	COCOA 18	Periodic	pH	P	PH	1	$ 63	$ 63
282556081094001	COCOA 18	Periodic	major cations	P	CAT	1	$ 620	$ 620
282556081094001	COCOA 18	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282624081090401	COCOA 19	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282624081090401	COCOA 19	Periodic	pH	P	PH	1	$ 63	$ 63
282624081090401	COCOA 19	Periodic	major cations	P	CAT	1	$ 620	$ 620
282624081090401	COCOA 19	Periodic	chloride	P	CL	1	$ 250	$ 250

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282424081093601	COCOA 20	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282424081093601	COCOA 20	Periodic	pH	P	PH	1	$ 63	$ 63
282424081093601	COCOA 20	Periodic	major cations	P	CAT	1	$ 620	$ 620
282424081093601	COCOA 20	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282406081093601	COCOA 21	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282406081093601	COCOA 21	Periodic	pH	P	PH	1	$ 63	$ 63
282406081093601	COCOA 21	Periodic	major cations	P	CAT	1	$ 620	$ 620
282406081093601	COCOA 21	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282356081091901	COCOA 22	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282356081091901	COCOA 22	Periodic	pH	P	PH	1	$ 63	$ 63
282356081091901	COCOA 22	Periodic	major cations	P	CAT	1	$ 620	$ 620
282356081091901	COCOA 22	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282331081093801	COCOA 23	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282331081093801	COCOA 23	Periodic	pH	P	PH	1	$ 63	$ 63
282331081093801	COCOA 23	Periodic	major cations	P	CAT	1	$ 620	$ 620
282331081093801	COCOA 23	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282315081093601	COCOA 24	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282315081093601	COCOA 24	Periodic	pH	P	PH	1	$ 63	$ 63
282315081093601	COCOA 24	Periodic	major cations	P	CAT	1	$ 620	$ 620
282315081093601	COCOA 24	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282300081092401	COCOA 25	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282300081092401	COCOA 25	Periodic	pH	P	PH	1	$ 63	$ 63
282300081092401	COCOA 25	Periodic	major cations	P	CAT	1	$ 620	$ 620
282300081092401	COCOA 25	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282315081053801	COCOA 38	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282315081053801	COCOA 38	Periodic	pH	P	PH	1	$ 63	$ 63
282315081053801	COCOA 38	Periodic	major cations	P	CAT	1	$ 620	$ 620
282315081053801	COCOA 38	Periodic	chloride	P	CL	1	$ 250	$ 250

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
								$ -
282304081053901	COCOA 39	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282304081053901	COCOA 39	Periodic	pH	P	PH	1	$ 63	$ 63
282304081053901	COCOA 39	Periodic	major cations	P	CAT	1	$ 620	$ 620
282304081053901	COCOA 39	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282250081053801	COCOA 40	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282250081053801	COCOA 40	Periodic	pH	P	PH	1	$ 63	$ 63
282250081053801	COCOA 40	Periodic	major cations	P	CAT	1	$ 620	$ 620
282250081053801	COCOA 40	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282238081053801	COCOA 41	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282238081053801	COCOA 41	Periodic	pH	P	PH	1	$ 63	$ 63
282238081053801	COCOA 41	Periodic	major cations	P	CAT	1	$ 620	$ 620
282238081053801	COCOA 41	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282208081053801	COCOA 42	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282208081053801	COCOA 42	Periodic	pH	P	PH	1	$ 63	$ 63
282208081053801	COCOA 42	Periodic	major cations	P	CAT	1	$ 620	$ 620
282208081053801	COCOA 42	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282145081053801	COCOA 43	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282145081053801	COCOA 43	Periodic	pH	P	PH	1	$ 63	$ 63
282145081053801	COCOA 43	Periodic	major cations	P	CAT	1	$ 620	$ 620
282145081053801	COCOA 43	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282127081053901	COCOA 44	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282127081053901	COCOA 44	Periodic	pH	P	PH	1	$ 63	$ 63
282127081053901	COCOA 44	Periodic	major cations	P	CAT	1	$ 620	$ 620
282127081053901	COCOA 44	Periodic	chloride	P	CL	1	$ 250	$ 250
								$ -
282530081054204	COCOA 7T1	Periodic	temp and cond	P	KT	1	$ 63	$ 63
282530081054204	COCOA 7T1	Periodic	pH	P	PH	1	$ 63	$ 63
282530081054204	COCOA 7T1	Periodic	major cations	P	CAT	1	$ 620	$ 620
282530081054204	COCOA 7T1	Periodic	chloride	P	CL	1	$ 250	$ 250

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication	ANNUAL COST	COOPERATOR TOTAL
Water Quality Sampling Subtotal							**$ 49,348**	**$ 49,348**
CONTINUOUS WATER LEVEL STATIONS								
282341081040101	COCOA A	Continuous	water level	C	H	1	7520	$ 6,520
282406081093602	COCOA R	Continuous	water level	C	H	1	7520	$ 6,520
282341081040101	COCOA A	Continuous	rain	C	RFA	1	1680	$ 1,570
282531081082202	COCOA G	Continuous	water level	C	H	1	7520	$ 6,520
282531081095701	COCOA D	Continuous	water level	C	H	1	7520	$ 6,520
282532081075601	COCOA B	Continuous	water level	C	H	1	7520	$ 6,520
282623081153801	COCOA P	Continuous	water level	C	H	1	7520	$ 6,520
283249081053201	BITHLO 1	Continuous	water level	C	H	1	7520	$ 6,520
283249081053203	BITHLO 3	Continuous	water level	C	H	2	7520	$ 485
Continuous Water Level Subtotal							**$ 61,840**	**$ 47,695**
MONTHLY MEASUREMENT STATIONS								
283249081053202	BITHLO 2	Periodic	water level 12/yr	P	H/12	1	$ 4,010	$ 4,010
QUARTERLY MEASUREMENT STATIONS								
282510081054503	COCOA 1T	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282847081013702	COCOA K	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282510081054502	COCOA M	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282531081054301	COCOA O	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282533081082202	COCOA C ZONE 1	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282533081082204	COCOA C ZONE 3	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282533081082205	COCOA C ZONE 4	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282533081082206	COCOA C ZONE 5	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
282739081054501	COCOA F	Periodic	water level 4/yr	P	H/4	1	$ 1,470	$ 1,140
Periodic Water Level Subtotal							**$ 17,240**	**$ 14,270**

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Station ID	Name or Location	Description of Activity		Frequency	Activity Code	Replication		ANNUAL COST		COOPERATOR TOTAL	
ANNUAL REPORT											
	ANNUAL REPORT	Annual	report preparation	A	REPT		1	$	7,460	$	7,460
Annual Report Subtotal								**$**	**7,460**	**$**	**7,460**
SURFACE WATER STATIONS											
02232400	ST JOHNS RIVER NEAR COCOA	Continuous	temp, cond	C	TK1A		1	$	8,650	$	6,850
Surface Water Station Subtotal								**$**	**8,650**	**$**	**6,850**
FY 2023 PROGRAM TOTALS								**$**	**144,538**	**$**	**125,623**

	2023
Total Program	**$ 144,538**
City of Cocoa	**$ 125,623**
USGS Climate Response Network (CRN)	**$ 7,035**
USGS CMF Support	**$ 11,880**

Legislation Details (With Text)

File #:	22-665	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Consent Agenda	
File created:	11/8/2022		**In control:**	City Council	
On agenda:	11/29/2022		**Final action:**		
Title:	Approve a resolution authorizing the City Manager to approve a contract for a one-time technology purchase of critical infrastructure, not to exceed $275,000, and further authorizes the City to contract for and authorize payment for associated future one-year maintenance agreement extensions of up to $60,000 each year, for the remainder of the useful life of the critical infrastructure. (Chief Technology Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution No. 2022-123: Increasing Spending Authority of CM for Critical In....pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 2, 2022
Agenda Date: November 29, 2022
Prepared By: Robert Beach, Chief Technology Officer
Requested Action:
Approve a resolution authorizing the City Manager to approve a contract for a one-time technology purchase of critical infrastructure, not to exceed $275,000, and further authorizes the City to contract for and authorize payment for associated future one-year maintenance agreement extensions of up to $60,000 each year, for the remainder of the useful life of the critical infrastructure.

BACKGROUND:

Information technology must be kept current to be ensure safe data for the City's information technology structure. There is a need to purchase critical infrastructure and the receipt of State and Local Fiscal Recovery Funds from the federal government allows for timely replacement of the equipment. All future maintenance of the equipment will be included in the Council approved budget for subsequent years.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budget Will Be Provided with the FY22 Budget Roll into FY23.

One-time purchase with SLFRF Funds
Amount Requested: $275,000.00
Account Number: 130-1203-516.64-15 AR4SRV

Annual Maintenance Renewals
Amount Requested: $60,000.00

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a resolution authorizing the City Manager to approve a contract for a one-time technology purchase of critical infrastructure, not to exceed $275,000, and further authorizes the City to contract for and authorize payment for associated future one-year maintenance agreement extensions of up to $60,000 each year, for the remainder of the useful life of the critical infrastructure.

RESOLUTION NO. 2022-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONTRACT FOR AND AUTHORIZE PAYMENT FOR A ONE-TIME TECHNOLOGY CRITICAL INFRASTRUCTURE PURCHASE IN AN AMOUNT NOT TO EXCEED $275,000 AND FURTHER AUTHORIZE THE CITY MANAGER TO CONTRACT FOR AND AUTHORIZE PAYMENT FOR ASSOCIATED FUTURE ONE-YEAR MAINTENANCE AGREEMENT EXTENSIONS NOT TO EXCEED $60,000 EACH YEAR FOR THE USEFUL LIFE OF THE INFRASTRUCTURE; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Cocoa has provided for competitive bidding of certain technology infrastructure in ITB B-22-17-COC; and

WHEREAS, the proposed technology infrastructure will be considered "critical infrastructure" as defined in Section 119.0725, Florida Statutes, the incapacity or destruction of which would negatively affect security, economic security, public health, or public safety of the citizens of Cocoa; and

WHEREAS, the City Council desires to utilize purchasing procedures that will not unnecessarily disclose information regarding proposed critical infrastructure of the City that could reveal vulnerabilities of the system; and

WHEREAS, Section 2-4 of the City Code provides that detailed purchasing and contract procedures may be established by ordinance or resolution and, in certain cases, the City Council may supplement the city manager's spending authority in excess of the limits set forth in Section 2-4 of the City Code by resolution; and

WHEREAS, the City Council deems it to be in the best interest of the City of Cocoa and its citizens to adopt this Resolution.

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

SECTION 1. Recitals. The aforesaid recitals are true and correct and hereby incorporated herein as a material part of this Resolution.

SECTION 2. Contract and Spending Authority of the City Manager. For ITB B-22-17-COC, the City Council hereby authorizes the City Manager to contract for and authorize payment for a one-time technology critical infrastructure purchase in an amount not to exceed $275,000, and further authorizes the City to contract for and authorize

payment for associated future one-year maintenance agreement extensions of up to $60,000 each year for the remainder of the useful life of the critical infrastructure.

SECTION 3. Repeal of Prior Inconsistent Resolutions. All prior resolutions inconsistent with this Resolution are hereby repealed to the extent of the conflict.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Effective Date. This Resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a regular meeting assembled on the 29th day of November, 2022.

_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-668	**Version:** 1	**Name:**	HCVMS Directory Signs	
Type:	Informational Item		**Status:**	Consent Agenda	
File created:	11/3/2022		**In control:**	City Council	
On agenda:	11/29/2022		**Final action:**		
Title:	Request Council approval on the new directory signs from Historic Cocoa Village Main Street in Cocoa Village. (Assistant to the CM/Public Information Officer)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Cocoa directory locations 10-19-22.pdf Cocoa Village_ Post & panel signs REV 11-1-22-02.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 3, 2022
Agenda Date: November 29, 2022
Prepared By: Samantha Senger, Assistant to the CM/Public Information Officer
Through: Stockton Whitten, City Manager
Requested Action:
Request Council approval on the new directory signs from Historic Cocoa Village Main Street in Cocoa Village.

BACKGROUND:

The Historic Cocoa Village Main Street Association is working with local sign company, Kendal Signs to produce 4 directory signs in Cocoa Village. These signs will have a map directory of the Historic Cocoa Village community and will include a list of businesses in the downtown business district. The signs will also include upcoming special events and a QR code that will link back to the VisitCocoaVillage.com website.

The proposed locations of the 4 signs are below. These locations were determined in conjunction with Samantha Senger from the City Manager's office and the Public Works Facilities and Grounds Manager, Gary Palmer and locations were selected based on high visibility while still allowing for pedestrian and vehicular visibility.

1. In Riverfront Park in a grassy area close to Harrison Street and Delannoy Ave.
2. Corner of Brevard and Harrison across from Ossorio.
3. Oleander lot close to Florida Ave. across from the Elks lodge.
4. Chase parking area near Brevard Ave. (on hold waiting for business approval).

Members of Historic Cocoa Village Main Street will be included on the sign as part of their membership dues but all businesses will have the opportunity to be included on the directory signs for a small fee to cover the cost of printing the signs.

The panels of the signs will be removable, so they can be updated on a regular basis with new businesses and new events. The signs were designed purposefully to match the welcome signs for the City of Cocoa entry ways.

Also, the Municipal Services Agreement that was approved by Council in July between Historic Cocoa Village Main Street (HCVMS) and the City of Cocoa, called for HCVMS to coordinate and install directory signs in the Village.

The City's sign code states:
City Code Article II Sign Regulations, Sec. 3-23 General Requirements (10) Signs in the Central Business District, The following requirements shall apply to all signs within the Central Business District.
a. Wall and ground signs are permitted.
b. Signs may be allowed in the city right-of-way, if approved by the community development director or designee and meet the following requirements:
    1. Maximum surface area-Six (6) square feet.
    2. Maximum height-Four (4) feet.
3. Shall not impair the safety of motorized vehicles or pose any other safety hazard.

These are a bit different than a regular business sign being that they are directories to guide people to the businesses. Therefore, the surface area exceeds the allowable surface area since the sign is double sided. Also, the height of the signs will be 7ft which exceeds the allowable height by 3ft. Therefore, Council approval is required to vary from the business sign code for the Central Business District.

STRATEGIC PLAN CONNECTION:

Enhancing community standards by elevating the look and walkability of the Cocoa Village business district. Investing in public infrastructure through a partnership with the Historic Cocoa Village Main Street Association to locate directory signs enhancing the walkability of the Village. Increasing the community outreach efforts and allowing visitors the ability to locate businesses in the downtown district.

BUDGETARY IMPACT:

There is no budgetary impact to the City of Cocoa. HCVMS is paying for the full cost of these signs and will be maintaining and updating the signs. This was part of the municipal services agreement to install these signs.

PREVIOUS ACTION:

The Municipal Services Agreement between the City of Cocoa and HCVMS was approved in July 2022 and this project was included in the scope of services.

RECOMMENDED MOTION:

Request Council approval on the new directory signs from Historic Cocoa Village Main Street in Cocoa Village.

Proposed sign
location
SE corner Oleander St
and Florida Ave.





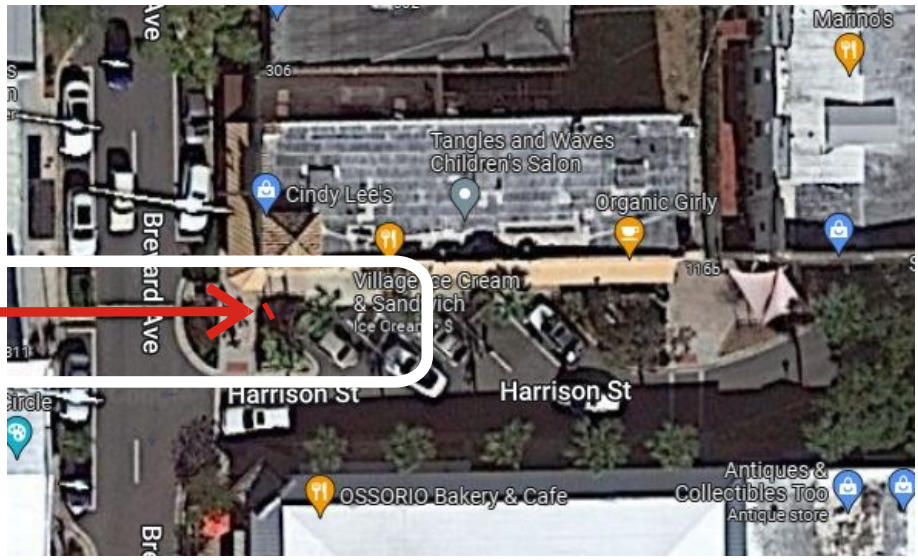
Tape measure indicates
approximate sign location
16” from sidewalk



Proposed sign
location
SE corner Oleander St
and Florida Ave.
16” from sidewalk

kendalSIGNS
DESIGN • FABRICATION • INSTALLATION
580 Gus Hipp Blvd., Rockledge, FL 32955
Phone: 321.636.5116 Fax: 321.636.0402

Proposed sign location
NE corner Brevard Ave & Harrison St





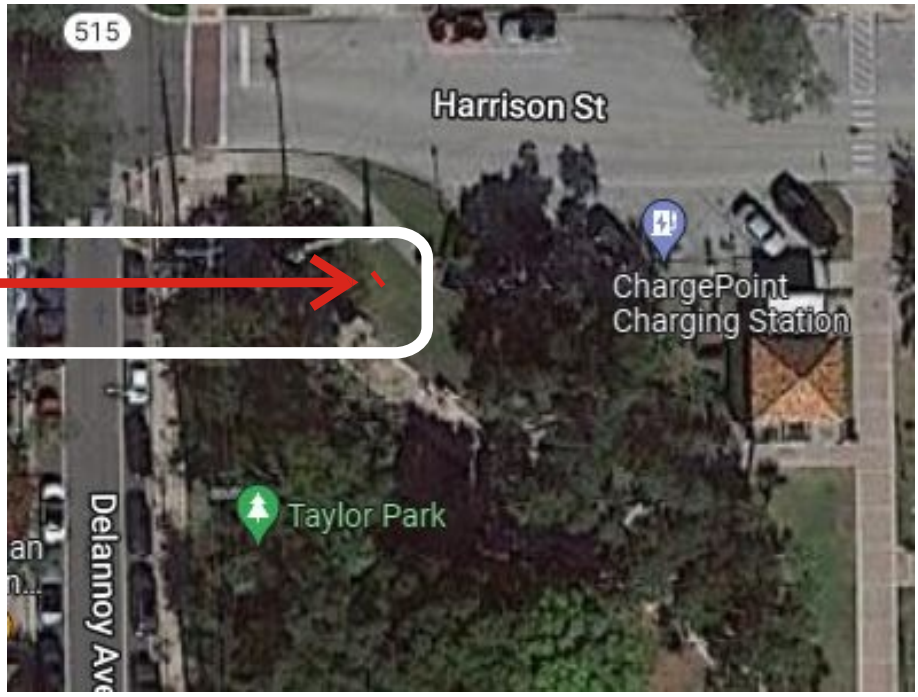
Tape measure indicates approximate sign location



Proposed sign location
NE corner Brevard Ave & Harrison St

kendalSIGNS
DESIGN • FABRICATION • INSTALLATION
580 Gus Hipp Blvd., Rockledge, FL 32955
Phone: 321.636.5116 Fax: 321.636.0402

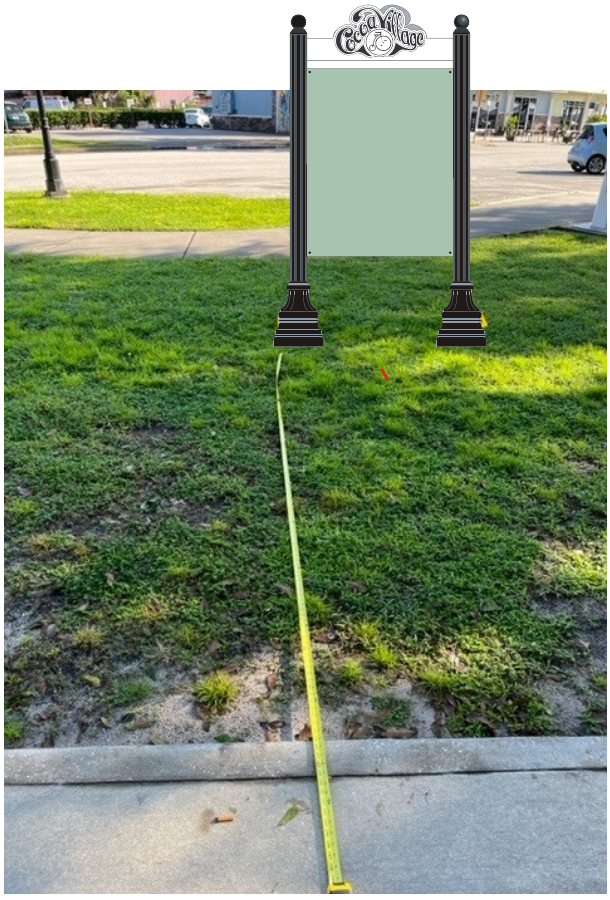
Proposed sign
location
SE corner Harrison St
and Delannoy Ave.



10’3” from sign
to S sidewalk edge

10’3” from sign
to N sidewalk curb

Proposed sign
location
SE corner Harrison St
and Delannoy Ave.



kendalSIGNS
DESIGN • FABRICATION • INSTALLATION
580 Gus Hipp Blvd., Rockledge, FL 32955
Phone: 321.636.5116 Fax: 321.636.0402

INFORMATION SIGN

Manufacture & install Three (3) double Sided non-illuminated sign.

Routed aluminum panels to be prime coated & painted to have polyurethane enamel in a semi-gloss finish.

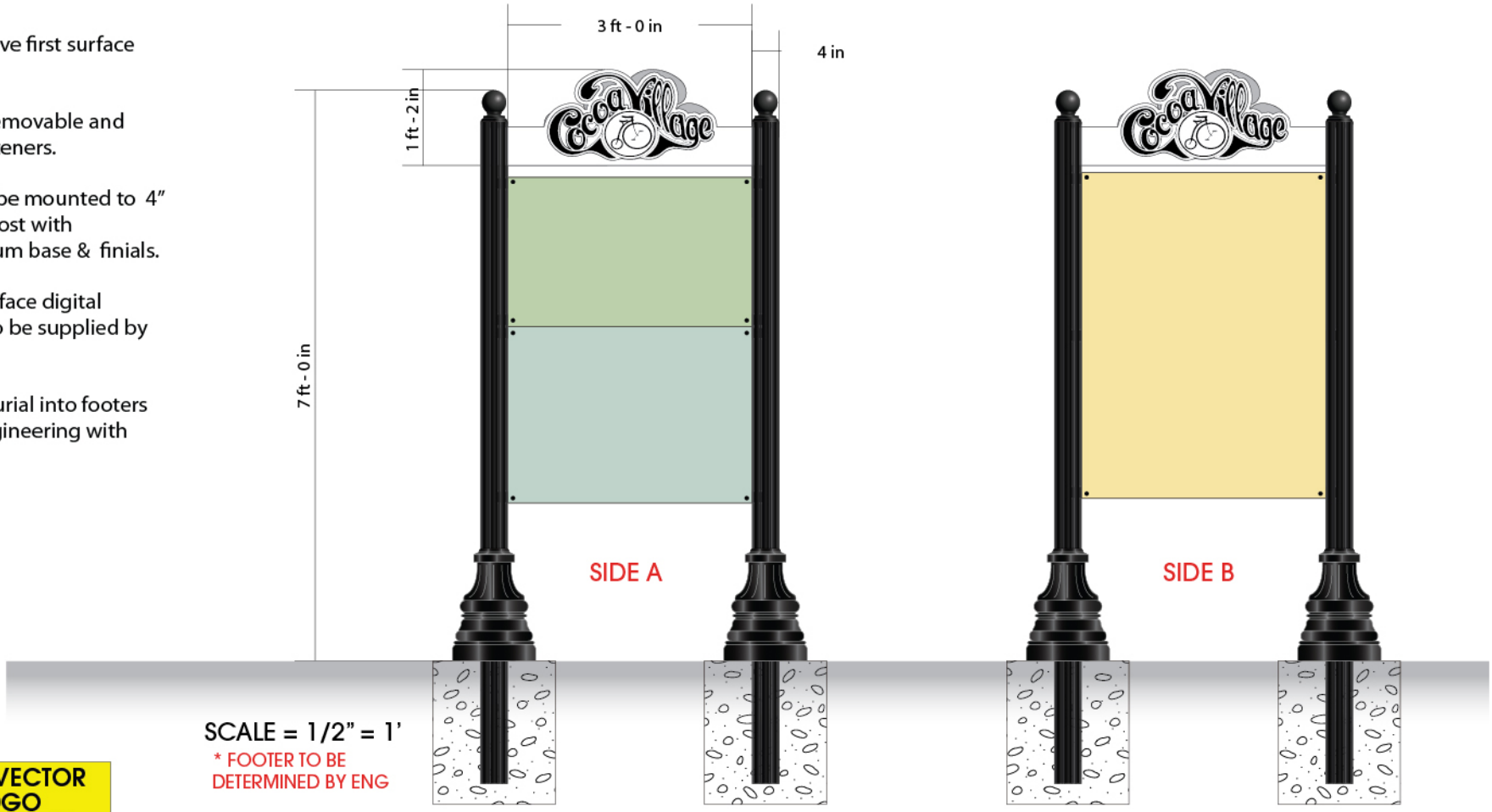
Each panel to recieve first surface digital graphics.

Each panel to be removable and have caps over fasteners.

Aluminum face to be mounted to 4" fluted aluminum post with decorative aluminum base & finials.

Logo to be first surface digital graphic. Artwork to be supplied by customer

Post to be direct burial into footers determined by engineering with concrete.



SCALE = 1/2" = 1'

* FOOTER TO BE DETERMINED BY ENG

NEED VECTOR LOGO COPY TO BE SUPPLIED

580 GUS HIPP BLVD. ROCKLEDGE, FL 32955 TEL: 321-636-5116 FAX: 321-636-0402

kendalSIGNS
DESIGN • FABRICATION • INSTALLATION

Customer: Cocoa Village_ Post & panel signs
Address:
Designer: Tracie **Sales:** Denise **Date:** 1-24-22
File Name: Cocoa Village_ Post & panel signs

COLOR SCHEDULE

PANELS
TBD

SUPPORT/BASE/FINIALS
BLACK

SIGNATURE FOR APPROVAL: **DATE:**

CUSTOMER NOTICE

Kendal Signs will endeavor to match colors specified, We cannot guarantee exact matches due to varying Compatibility of materials used. Final dimensions may vary from within this drawing. An exact scaled drawing Will be provided upon your request.

REVISED:
10-20-22

THIS DOCUMENT IS THE EXCLUSIVE PROPERTY OF KENDAL SIGNS, INC., ROCKLEDGE, FLORIDA. IT MAY NOT BE COPIED, REPRODUCED, MARKETED, SOLD OR MANUFACTURED, IN OR IN PART WITHOUT THE WRITTEN CONSENT OF KENDAL SIGNS, INC.

Legislation Details (With Text)

File #:	22-670	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	11/4/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Approve a Sole Source Resolution for Exemption from Competitive Bid, to purchase portable radios, equipment and programming services from Communications International for the Police and Fire Departments. Approve purchases of up to the budgeted amount for Police and Fire Department radios and execute all applicable agreements for this purchase. (Fire Chief)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CFD QO0022386 XL185P FY 2023 revised 102122.pdf CI CPD QO0023002 111522 revised.pdf Broadband Managed Service Agreement 10.24.2022.pdf Exemption From Competitive Bid Resolution.pdf L3Harris Sole Source Letter_City of Cocoa-Communications International.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2022
Agenda Date: November 29, 2022
Prepared By: Jonathan Lamm, Fire Chief
Through: Jonathan Lamm, Fire Chief
Requested Action:
Approve a Sole Source Resolution for Exemption from Competitive Bid, to purchase portable radios, equipment and programming services from Communications International for the Police and Fire Departments. Approve purchases of up to the budgeted amount for Police and Fire Department radios and execute all applicable agreements for this purchase.

BACKGROUND:

The standard for digital Land Mobile Radio (LMR) radio is known as "P25", "APCO Project 25" and as the Electronics Industry Association/Telecommunications Industry Association "EIA/TIA-102" standard.
Developed by the Association of Public-Safety Communications Officials-International (APCO), Project 25 (P25) is a suite of standards for North American digital radio communications for federal, state and local public safety organizations, first responders and utilities, allowing for interoperable multi-agency communications during emergency situations. When it comes to public safety radio communications, first responders from different departments and jurisdictions need to be able to talk to each other without fail. If not, lives can be lost.

The Project 25 (P25) radio standard was developed so that everyone using public safety radios could talk to each other in real-time regardless of which department (police, fire or EMS) and jurisdiction they belonged to and which vendor technology is used.

Department of the Interior (DOI) Radio Liaisons, DOI decided to adopt the P25 digital radio standard as the standard for all radio purchases. DOI has also mandated that all radios/radio systems that carry law enforcement or public safety traffic comply with the EIA/TIA-102 standard which include encryption capabilities/technologies.

Self-Contained Breathing Apparatus (SCBA) systems are frequently used by firefighters and other public service personnel who rely on speech radio communications to perform their work. The SCBA mask acoustically distorts speech and the breathing system produces noises that can detrimentally affect speech communications. Both speech intelligibility and speech quality are detrimentally affected by SCBA equipment use.

Our current radios having become antiquated and parts are no longer being made to repair or replace needed parts used to make the radio function. The purchase of this equipment will allow us to become compliant with Federal and State standards (EIA/TIA-102). The radios will also provide better communication and integrate with our current SCBA's to provide for clearer communications between responders during emergency situations and natural disasters. Purchase from Communications International through a Sole Source Exemption to Competitive purchase as standardization of fire department and police department radios is requested. Communications International is the requested vendor because the radios must be the same type of radio to maintain inter-operability within the department and with Brevard County Emergency Management. This vendor has the programming information for the City's radios and can perform maintenance promptly due to the closeness of their location in Rockledge. At this time, the Police and Fire Departments need to buy replacement radios from Communications International. The Fire Department quoted price is $85,389.82 with the requested approval amount of $89,200 allowing for any minor equipment replacements that need to be made during the fiscal year. The Police Department quoted price is $113,406.06 with a requested approval amount of $135,050 allowing for minor replacements. A service contract is also required related to the radio purchases that will be under the City Manager's approval for the related programming. These services will be acquired through a separate PO.

If the purchase of this equipment is delayed it could result in responders not having the proper equipment to communicate essential information during emergency responses.

STRATEGIC PLAN CONNECTION:

Public Safety - Reducing and eliminating the City's exposure to hazard impacts through effective planning, targeted funding, and hazard mitigation helps to reduce the loss of life, human suffering, and property damage.

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	Choose an item.

Fire Department
Amount Requested $89,200.00
Account Number 001-2201-522.64-00 CA 2302
Account Name Machinery and Equipment

Fire Department
Amount Requested $89,200.00
Account Number 001-2101-521.64-00 CA 2302
Account Name Machinery and Equipment

PREVIOUS ACTION:

Approved during budget process

RECOMMENDED MOTION:

Approve a Sole Source Resolution for Exemption from Competitive Bid, to purchase portable radios, equipment and programming services from Communications International for the Police and Fire Departments. Approve purchases of up to the budgeted amount for Fire Department and Police Department radios and execute all applicable agreements for this purchase.



Quotation

Page	1 of 2
Quotation ID	QO0022386
Date	10/24/2022
Expiration date	11/06/2022
Terms	N30
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Communications International, Inc.
4450 US Highway 1
VERO BEACH, FL 32967

Bill to

Cocoa Fire Department
Attn: Joanne Soper
1740 Dixon
COCOA, FL 32922

Delivery address

Cocoa Fire Department
Attn: Joanne Soper
1740 Dixon
COCOA, FL 32922

Cocoa Fire Department

Quote is in compliance with pricing and exceeds discounts as stipulated in Brevard COunty Contract #6403,as well as Ammendment to Purchase Agreement with City of Cocoa Number #6403

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PPS1M-NA	PORTABLE,XL-185P,7/8,PKP,BLK,US,NA	14.00	2,235.00	28%	1,609.20	22,528.80
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	14.00	350.00	28%	252.00	3,528.00
XS-PL8T	FEATURE, LTE	14.00	1,200.00	28%	864.00	12,096.00
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	14.00	0.01	0%	0.01	0.14
XS-PL4F	Feature, P25 Phase 2 TDMA	14.00	250.00	28%	180.00	2,520.00
XS-PL8Y	Feature, Encryption Lite	14.00	0.01	0%	0.01	0.14
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	14.00	750.00	28%	540.00	7,560.00
XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	14.00	2,200.00	28%	1,584.00	22,176.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	14.00	0.01	0%	0.01	0.14
XS-PA3V	BATTERY,LI-ION,3100 MAH	28.00	150.00	28%	108.00	3,024.00
XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	14.00	40.00	28%	28.80	403.20
XS-HC3L	BELT CLIP,METAL	6.00	30.00	28%	21.60	129.60
BM-PKGCL-XL	APP, BEON XL-200P/XL-185	14.00	365.00	0%	365.00	5,110.00
XS-CH4X	CHARGER,1-BAY,XL-185P	4.00	170.00	28%	122.40	489.60
XS-AE1V	SPEAKER MIC,WIRELESS,BLUETOOTH,ADVANCED	5.00	299.00	28%	215.28	1,076.40

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quotation

Quotation ID QO0022386
Date 10/24/2022
Expiration date 11/06/2022

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-AE2V	SPEAKER MIC, REVO NC2, C1D2	6.00	190.00	28%	136.80	820.80
EVC-HA3	EVC In-Vehicle Chargers for XL Radios	2.00	248.00	0%	248.00	496.00
XS-HC4A	BELT LOOP, LEATHER, PREMIUM	1.00	60.00	28%	43.20	43.20
12082-3230-01	D-swivel, Unity	1.00	15.00	28%	10.80	10.80
	EVC-HA3-4 Endura Rugged In Veh Charger	2.00	1,418.00	0%	1,418.00	2,836.00
	Programming	14.00	34.00	0%	34.00	476.00
	Shipping	1.00	65.00	0%	65.00	65.00

Pre-tax Total $85,389.82

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoice upon delivery.



Quotation

Quotation ID	QO0023002
Date	11/15/2022
Expiration date	12/14/2022
Terms	N30
Salesperson	Raymond Desmarais
Phone	(321) 636-9885
E-mail	rdesmarais@ask4ci.com

Communications International, Inc.
4450 US Highway 1
VERO BEACH, FL 32967

Bill to

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Delivery address

Cocoa Police Department
Attn: Accounts Payable
65 Stone ST
COCOA, FL 32922

Cocoa Police Department

Quote is in compliance with pricing and exceeds discounts as stipulated in Brevard County Contract #6403,as well as Ammendment to Purchase Agreement with City of Cocoa Number #6403

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PPS1M-NA	PORTABLE,XL-185P,7/8,PKP,BLK,US,NA	22.00	2,235.00	28%	1,609.20	35,402.40
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	22.00	350.00	28%	252.00	5,544.00
XS-PL8T	FEATURE, LTE	22.00	1,200.00	28%	864.00	19,008.00
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	22.00	0.01	0%	0.01	0.22
XS-PL4F	Feature, P25 Phase 2 TDMA	22.00	250.00	28%	180.00	3,960.00
XS-PL8Y	Feature, Encryption Lite	22.00	0.01	0%	0.01	0.22
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	22.00	750.00	28%	540.00	11,880.00
XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	22.00	2,200.00	28%	1,584.00	34,848.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	22.00	0.01	0%	0.01	0.22
XS-PA3V	BATTERY,LI-ION,3100 MAH	44.00	150.00	28%	108.00	4,752.00
BM-PKGCL-XL	APP, BEON XL-200P/XL-185	22.00	365.00	0%	365.00	8,030.00
XS-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	22.00	40.00	28%	28.80	633.60
XS-HC3L	BELT CLIP,METAL	22.00	30.00	28%	21.60	475.20
XS-CH4X	CHARGER,1-BAY,XL-185P	22.00	170.00	28%	122.40	2,692.80
XS-HC4K	CASE,LEATHER,PREMIUM,BELT LOOP,D-SWIVEL	22.00	145.00	28%	104.40	2,296.80

COMMUNICATIONS INTERNATIONAL
An Employee Owned Company

Quotation

Quotation ID QO0023002
Date 11/15/2022
Expiration date 12/14/2022

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-AE2V	SPEAKER MIC, REVO NC2, C1D2	22.00	190.00	28%	136.80	3,009.60
	Shipping	1.00	125.00	0%	125.00	125.00
	Programming	22.00	34.00	0%	34.00	748.00

Pre-tax Total $133,406.06

This quotation does not include tax
Applicable taxes will be calculated during invoicing

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

This proposal does not reflect (include) material/labor cost escalations beyond a standard inflationary rate (SIR) of 5%. We reserve the right to recover cost impacts above (SIR).
Equipment will be invoice upon delivery.

L3HMCS BROADBAND MANAGED SERVICES AGREEMENT

This AGREEMENT ("AGREEMENT") is made by and between L3Harris Mission Critical Services, LLC, a limited liability corporation of the State of Delaware, which has a place of business at 221 Jefferson Ridge Parkway, Lynchburg, Virginia 24501-6952 (hereinafter referred to as "L3HMCS"), and _____, having a place of business at _____ (hereinafter referred to as "Customer"). Both, L3HMCS and CUSTOMER shall be together known as the "Parties" or individually as the "Party".

RECITALS:

WHEREAS, L3HMCS offers managed services incorporating: 1) cellular internet access data and 2) the management portal together known as the Services ("Services"), which can be a solution component of its LTE-enabled end user Devices.

WHEREAS, Customer would like to purchase the Services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1. Definitions

1.1 "Internet Access Data" or "Data" means the Internet Protocol (IP) data packets that are transmitted over the internet as a result of running World Wide Web applications and services.

1.2 "Data Pool" means the collection of Data into a shared pool used by devices in a common group.

1.3 "Customer Content" means all content and material, in any format, provided by Customer or any of Customer Users run on or through, the Services including any Third Party Content that is brought by Customer into the Services by Customer.

1.4 "Devices" means L3HMCS LTE-enabled end user devices or other Customer-sourced devices that are approved by L3HMCS.

1.5 "Program Documentation" refers to the user manuals, help windows, readme files, etc. for the Services.

1.6 "Subscription Point" means an active line of service on the carrier network, and access to the data policy management tool. Each active device consumes one Subscription Point per month.

1.7 "Subscription Point Pool" means the collection of Subscription Points into a shared pool used by devices in a common group.

1.8 "Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of L3HMCS that Customer may access through, within, or in conjunction with Customer use of, the Services.

1.9 "Users" means, for Services, those employees, contractors, and end users, as applicable, authorized by Customer or on Customer behalf to use the Services in accordance with this Agreement.

2. Use of the Services

2.1 L3HMCS will make the Services available to Customer pursuant to this Agreement. Except as otherwise stated in this Agreement and unless earlier terminated in accordance with this Agreement, Customer will have a

nonexclusive, worldwide, limited right to use the Services solely for Customer's internal business operations and provided it has sufficient Subscription Points and Data in their Subscription Points Pool and Data Points Pool, respectively. Customer may allow Customer's Users to use the Services for this purpose provided Customer is responsible for such Customer's User's compliance with this Agreement.

2.2 During the Agreement, L3HMCS may update the Services to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. L3HMCS updates to the Services will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period.

2.3 Customer may not, and may not cause or permit others to: (a) perform or disclose any benchmarking or availability testing of the Services; or (b) perform or disclose any performance or vulnerability testing of the Services without L3HMCS' prior written approval.

3. Ownership Rights, License Grant and Restrictions

3.1 Customer or Customer's licensors retain all ownership and intellectual property rights in and to Customer Content. L3HMCS or its licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of L3HMCS under this Agreement.

3.2 Customer may have access to Third Party Content through use of the Services. All ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third-party terms between Customer and the third party.

3.3 Customer may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to L3HMCS; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement.

4. Fees and Payment

4.1 All fees payable are due within thirty (30) days from the invoice date. If applicable, Customer will pay any sales, value added or other similar taxes imposed by applicable law that L3HMCS must pay based on the Services Customer ordered, except for taxes based on our income.

4.2 L3HMCS reserves the right to temporarily suspend Services if payment has not been made when due. If Customer's Subscription Points or Data Pools are completely consumed, then Customer shall promptly purchase additional Subscription Points or additional Data and pay the applicable fees for the additional quantity.

4.3 Customers are notified via email of low pool thresholds based on the following:

- Subscription Points Pool: The Subscription Points balance is less than the number of active devices associated with the account.
- Data Pool: The Data balance is less than the number of active devices associated with the account multiplied by .5 Gigabytes.

5. Nondisclosure

5.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Customer order, Customer Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.

5.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

5.3 Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; howsoever, L3HMCS will protect the confidentiality of Customer Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.

6. HIGH RISK ACTIVITIES

THE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR ANY USE REQUIRING FAIL-SAFE, EMERGENCY OR MISSION CRITICAL PERFORMANCE IN WHICH THE FAILURE OF A SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, PHYSICAL OR ENVIRONMENTAL DAMAGE. THIS USE RESTRICTION INCLUDES, WITHOUT LIMITATION, THE OPERATION OF AIRCRAFT AND THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF NUCLEAR FACILITIES.

7. Limitation of Liability

7.1 THE TOTAL LIABILITY OF L3HMCS, INCLUDING ITS THIRD PARTY SUBCONTRACTORS AND SUPPLIERS, FOR ALL CLAIMS OF ANY KIND FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR FROM THE USE OF THE SERVICES SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDIING THE EVENT GIVING RISE TO SUCH LIABILITY.

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL L3HMCS, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF A DEVICE OR ANY OTHER HARDWARE OR EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.

7.3 The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement and shall survive the expiration or termination of this Agreement.

8. Intellectual Property Indemnification

8.1 L3HMCS agrees that it shall, at its own expense and at its option, defend or settle any claim, suit, or proceeding brought against Customer, based on an allegation that the Services furnished under this Agreement constitutes a direct or a contributory infringement of any claim of any United States patent, mask work, copyright or any other intellectual property right. This obligation shall be effective only if Customer shall have made all payments then due to L3HMCS for the purchase and/or use of the Services and if L3HMCS is notified of said allegation promptly in writing and given authority, information, and assistance for the settlement or defense of said claim, suit, or proceeding. If, in any such suit arising from such claim, the continued use of the Services for the purpose intended is enjoined by any court of competent jurisdiction, L3HMCS shall, at its expense and option, either: (a) procure for Customer the right to continue using the

Services, or (b) modify the Services so that they become non-infringing, or (c) replace the Services or portions thereof so that they become non-infringing, or (d) discontinue the Services and refund the prepaid Services fee (less reasonable depreciation for use). The foregoing states the entire liability of L3HMCS for intellectual property infringement by the Services and is subject to any limitation of total liability set forth in this Agreement.

8.2 The preceding subsection 8.1 shall not apply to the use of the Services in conjunction with any other hardware or software not supplied by L3HMCS to the extent that such conjoined use causes the alleged infringement. As to any portion of the Services or use described in the preceding sentence, L3HMCS assumes no liability whatsoever for intellectual property right infringement.

8.3 THE INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER INTELLECTUAL PROPERTY INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

9.0 Warranty

9.1 L3HMCS warrants that it will provide the Services in accordance with commercially reasonable standards in the industry. L3HMCS DOES NOT GUARANTEE (A) THE PERFORMANCE OF THE CARRIER DATA SERVICES, (e.g., ERROR-FREE OR UNINTERRUPTED), (B) THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER'S CONTENT OR CUSTOMER'S APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT RECOMMENDED BY L3HMCS, AND (C) THE SERVICES WILL MEET CUSTOMER REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT L3HMCS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. L3HMCS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. L3HMCS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM CUSTOMER'S CONTENT, CUSTOMER'S APPLICATIONS OR THIRD PARTY CONTENT. L3HMCS DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

9.2 FOR ANY BREACH OF THE SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND L3HMCS' ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF L3HMCS CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY END THE DEFICIENT SERVICES AND L3HMCS WILL REFUND TO CUSTOMER THE FEES FOR THE TERMINATED SERVICES THAT CUSTOMER PRE-PAID TO L3HMCS FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

9.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Term and Termination.

10.1 The initial term of this Agreement shall be one (1) year from the Effective Date unless earlier terminated per this Section 10. Thereafter and unless sooner terminated as provided herein, this Agreement shall be automatically renewed for additional twelve (12) month renewal periods unless either party provides at least thirty (30) days written notice to the other party prior to the start of the next renewal period of its election not to renew this Agreement, with or without reason, for an additional renewal period.

10.2 This Agreement may be terminated at any time by written mutual agreement of the parties.

10.3 L3HMCS reserves the right, in addition to any other remedies it may retain in this Agreement or may be entitled to in law or equity, to terminate this Agreement at any time prior to the expiration of any Term in the event:

10.3.1 Customer breaches any material term or condition or fails to perform or observe any obligations or covenants of this Agreement and such failure and/or breach is not remedied within thirty (30) days of written notice from L3HMCS; or

10.3.2 Customer petitions for reorganization, readjustment or rearrangement of its business affairs under any laws or governmental regulations relating to bankruptcy or insolvency, or is adjudicated bankrupt or if a receiver is appointed for Customer, or if Customer makes or attempts to make an assignment for the benefit of creditors, or is unable to meet its obligations in the normal course or business as they fall due.

10.4 In the event this Agreement expires or is revoked or terminated by L3HMCS, it is agreed that (a) such termination or revocation shall not affect any provisions of the Agreement which by their nature are inherently intended to survive expiration or termination, and (b) Customer shall be entitled to a reasonable period of time to wind down its use of the Services in an orderly fashion, after which Customer shall discontinue use of the Services.

11. Third-party Content and Services

The Services may enable Customer to link to, transfer Customer Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). L3HMCS does not control and is not responsible for Third Party Services. Customer is solely responsible for complying with the terms of access and use of Third Party Services, and if L3HMCS accesses or uses any Third Party Services on Customer's behalf to facilitate performance of the Services, Customer is solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to Customer, is authorized by the terms of access and use for such services. If Customer transfers or causes the transfer of Customer Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by Customer and not by L3HMCS.

12. Export Control

12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and Customer and L3HMCS each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agree that no data, information, software programs and/or materials resulting from the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12.2 Customer is solely responsible for the authorization and management of User accounts across geographic locations, as well as export control.

13. Assignment/Transfer.

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

14. Severability & Waiver

If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provision shall otherwise remain in full force and effect.

No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted.

16. General

16.1 This Agreement supersedes all prior agreements, proposals, representations, and communications between L3HMCS and Customer relating to the Services. In the event of a conflict in the terms and provisions of this Agreement and the terms and provisions of a Customer purchase order, the terms and provisions of this Agreement shall govern.

16.2 The headings for each section are stated for convenience only and are not to be construed as limiting.

16.3 Each Party acknowledges that neither is an employee, agent, partner, contractor or representative of L3HMCS. The respective obligations and rights of L3HMCS and Customer are specifically limited by the terms of this Agreement. Each Party hereby specifically acknowledges that it does not have authority to incur any obligations or responsibilities on behalf of the other Party.

16.4 Customer acknowledges that any unauthorized use or disclosure of Services will cause irreparable damage to L3HMCS and that injunctive relief or other equitable remedies may be necessary to prevent or minimize such damage to L3HMCS. Customer agrees that it will not contest the applicability of injunctive relief on any grounds other than no unauthorized use or disclosure of Services has occurred. In addition, L3HMCS shall not be required to provide a bond or other financial security to obtain injunctive relief.

16.5 Nothing in this Agreement shall limit L3HMCS from using the Services and/or licensing the Services to other parties.

16.6 Governing Law - The terms and conditions of this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflicts of laws principles. L3HMCS and Customer agree to exclude application of the U.N. Convention of Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) to this Agreement, if either were otherwise applicable.

IN WITNESS WHEREOF, intending to be legally bound, L3HMCS and Customer have executed this Agreement as of the dates set forth below.

L3Harris Mission Critical Services, LLC	**CUSTOMER**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION NO. 2022-

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 29th day of November, 2022.

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_____

Michael C. Blake, Mayor

ATTEST:

_____

Carie Shealy, MMC, City Clerk

EXHIBIT "A"

To Resolution No. 2022-

The City Manager recommends that the competitive bidding requirement be waived, by reason of sole source, for the purchase of portable radios and equipment and programming from Communications International. The current radio system that the Police and Fire Departments use is owned by Brevard County Emergency Management so the equipment being used must be of the same brand to maintain interoperability communications between the City's first responder departments and Brevard County.

Supporting documentation has been provided 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

October 14, 2022

City of Cocoa
c/o Brian Dale
65 Stone St
Cocoa Fl 32922

City of Cocoa/Communications International
Subject Sole source for L3Harris sales and service

This letter is to certify that Communications International is an authorized L3Harris Corporation Public Safety and Professional Communications – Regional Center of Excellence – Elite Partner (RCE-P), Authorized Service Center (ASC), Warranty Service Provider and is authorized to sell and service L3Harris portfolio of products.

Communications International is the sole source authorized L3Harris Channel Partner assigned to provide regional sales and service support for the City of Cocoa. Orders for L3Harris equipment, service, repairs and calibrations for L3Harris products and associated accessories may be placed through Communications International.

If you have any further questions or concerns, I encourage you to call me at my office. Thank you again for choosing L3Harris and Communications International for your communications needs.

Regards,

David B. Muñiz
Regional Channel Manager – South US
Indirect Channel Management
COMMUNICATION SYSTEMS / L3HARRIS TECHNOLOGIES
Mobile: +1 941 218 9253
www.L3Harris.com / David.Muniz@L3Harris.com
5857 Imbe Street / North Port, FL 34286 / USA

Legislation Details (With Text)

File #:	22-683	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Agenda Ready	
File created:	11/9/2022		**In control:**	City Council	
On agenda:	11/29/2022		**Final action:**		
Title:	Authorize the Mayor to request a budget increase from FEMA for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R. Authorize the City Manager to execute an amended agreement with FEMA if request is approved.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	4337-428-R - Executed Modification (7-16-2021).pdf Request for Budget Increase_Final.pdf 2021-051 (Federally Funding Subward & Grant Agmt for BroadmoorAcres_Fiske Blvd.).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2022
Agenda Date: November 29, 2022
Prepared By: Abby Morgan, P.E. - Assistant City Engineer
Through: Bryant Smith III, P.E., CFM - Public Works Director / City Engineer
Requested Action:
Authorize the Mayor to request a budget increase from FEMA for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R. Authorize the City Manager to execute an amended agreement with FEMA if request is approved.

BACKGROUND:

On June 1, 2021, City Council authorized the City Manager to execute the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R Grant Agreement.

On August 4, 2022, the City of Cocoa (City) held the Bid Opening for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project (FEMA-DR-4337-FL). The City received two bids. One bid was a notice of “No Bid”. The other bid came in at $4,997,446.30. As recommended by FEMA, the City reposted the bid on August 30, 2022.

On October 14, 2022, there was another public bid opening. For a second time, the City received a single bid of $5,471,014.80. This is nearly a 10% increase in less than 90 days and a nearly 77% increase in the original project cost estimate, which was based on current industry rates specific to this region. It is apparent that escalating prices have driven this project’s cost up.

The current agreement between the City and the Federal Emergency Management Agency has a project total of $3,092,780 with a federal share of $2,319,585 and a local share of $773,195. Based on the increase in cost of materials since both entities entered into the agreement, staff would like to submit a request amending the agreement to reflect a new project total of $5,744,361 (this includes Construction, Engineering and Inspection services) with a federal share of $4,971,166 and maintain a local share of $773,195. I the agreement is approved, staff will come back to City Council to amend the budget accepting the additional grant revenue.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

If the Federal Share and the agreement are approved by FEMA, a Budget Amendment for the additional grant funding, will come back to City Council.

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PREVIOUS ACTION:

On June 1, 2021, City Council authorized the City Manager to execute the Grant Agreement with FEMA. On August 23, 2022, City Council approved rejecting all bids and rebid ITB B-22-15-COC Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R.

RECOMMENDED MOTION:

Authorize the Mayor to request a budget increase from FEMA for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project, FEMA Project Number 4337-428-R. Authorize the City Manager to execute an amended agreement with FEMA if request is approved.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

July 15, 2021

Bryant Smith, III
Public Works Director/City Engineer
City of Cocoa
155 North Wilson Street
Cocoa, Florida 32922

Re: Project Number: 4337-428-R, City of Cocoa, Broadmoor Acres/Fiske Boulevard, Drainage

Dear Mr. Bryant Smith, III:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0610 between the City of Cocoa and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Renee.Singh@em.myflorida.com. The Project Manager for this contract is:

Renee Singh, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Renee Singh at 850 815-4578.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2021.07.16 15:00:30 -04'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: **H0610**

Project Number: **4337-428-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	City of Cocoa
Sub-Recipient's unique entity identifier:	59-6000292
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	February 26, 2021
Subaward Period of Performance Start and End Date:	Upon execution through February 28, 2024
Amount of Federal Funds Obligated by this Agreement:	$2,319,585.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,319,585.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,319,585.00
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Renee.Singh@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **City of Cocoa**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Renee Singh
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809
Telephone: 850-815-4578
Email: Renee.Singh@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Bryant Smith III
   Public Works Director/City Engineer
   City of Cocoa
   155 North Wilson Street
   Cocoa, Florida 32922
   Telephone: 321-433-8771
   Email: bsmith@cocoafl.org

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **February 28, 2024**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$2,319,585.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives,

shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

A) Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

B) Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

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

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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 Section 1352, Title 31, U.S. Code. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. 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.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. 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.

viii. 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.

b. The Sub-Recipient 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.

c. The Sub-Recipient 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.

d. The Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. 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.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the 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.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract 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.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. 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).

ii. 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.

iii. This certification is a material representation of fact relied upon by the Division. 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 Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. 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.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). 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.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. 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;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. 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

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: City of Cocoa

By: _____

Name and Title: Stockton Whitten, City Manager

Date: June 8, 2021

FEID#: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson Digitally signed by Miles E. Anderson DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US Date: 2021.07.16 15:00:54 -04'00'

Name and Title: Jared Moskowitz, Director

Date: 07/16/2021

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 2,319,585.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of Fiske Boulevard and Broadmoor Acres Subdivision, City of Cocoa, Brevard County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-428-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Cocoa, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in City of Cocoa, Florida, 32922.

The HMGP construction scope of work proposes to install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. The proposed project shall include constructing a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations: City of Cocoa, Brevard County, FL 32922.

ID#	Name/Station	Coordinates_
1)	NW	(28.36399, -80.74666)
2)	SW	(28.36036, -80.74666)
3)	NE	(28.36440, -80.74265)
4)	SE	(28.35768, -80.74258)
5)	OUTFALL	(28.36465, -80.740296)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).

b) Letter of Completion:

1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
2. Certifying Compliance with all applicable codes.

c) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient for compliance during project construction.

1. Letter verifying compliance with the National Historic Preservation Act, to include if archaeological materials or human remains were encountered during project activities, if so, that they were handled in accordance with Florida Statutes, Section 872.05.
2. Or a letter stating no archeological materials were discovered during project construction.

d) Permit(s) and verification of compliance:

1. Water Management Districts.
2. United States Army Corps of Engineers (USACE).
3. Department of Environmental Protection (DEP).
4. Department of Transportation (DOT).
5. Local jurisdiction(s).

NOTE: If no permit was needed – a letter stating "no permit required".

e) Best Management Practices were utilized – Submit letter at closeout.

f) National Pollutant Discharge Elimination System (NPDES) storm water permit – Required for any drainage **over one acre**. Include

1. Storm Water Pollution Prevention Plan (SWPPP);
2. Notice of Intent (NOI), awarded by the Florida Department of Environmental Protection (FDEP);
3. Notice of Termination (NOT); terminates the NOI (from FDEP);

OR If the area of disturbance was **less than one** acre, a letter stating the extent of the ground disturbance (by site).

g) Ground Dewatering Activities at the construction site:

1. Provide documentation of coverage under FDEP "Generic Permit for the Discharge of Produced Ground Water from any Non-Contaminated Site Activity";
2. **OR** Letter stating that "No ground dewatering activities took place at this project's site".

h) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements to Fiske Boulevard and the surrounding Broadmoor Acres Subdivision in the City of Cocoa, Florida, to include roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate.

The completed project shall provide protection against a 25-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The project location contains wetlands or surface waters a permit from the U.S. Army Corps of Engineers may be required. If permit is required, copy of permit must be provided at closeout, or if not required copy of No Permit Required (NPR) must be submitted.

6) A National Pollutant Discharge Elimination System (NPDES) stormwater permit shall be obtained (if area of disturbance shall be greater than one acre). The Sub-Recipient shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). A copy of the Notice of Intent (NOI) submitted to use the State of Florida Generic Permit for stormwater discharge from construction activities; response letter from Florida Department of Environmental Protection (FDEP) if provided; and a copy of the Notice of Termination (NOT) shall be submitted at project closeout.

7) For project closeout, the Sub-Recipient shall provide verification of compliance with the South Florida Water Management District (SFWMD) General Permit for the Environmental Resource General Permit No. 64593-13, issued July 27, 2018.

8) An Environmental Resource Permit shall be obtained prior to any construction activities. Verification of compliance and copies of all permits shall be provided at project closeout.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of this Project. Source of condition information detailed within the FEMA Award letter dated February 26, 2021.

   a) Source of condition: Clean Water Act (CWA)

   b) Source of condition: Coastal Zone Management Act (CZMA)

c) Source of condition: National Historic Preservation Act (NHPA)

d) Monitoring Required: No on-site monitoring required.

This is FEMA project number **4337-428-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on February 26, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **February 28, 2024**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting:	3	Months
Construction Plan/Technical Specifications:	3	Months
Bidding / Local Procurement:	3	Months
Permitting:	3	Months
Construction / Installation:	15	Months
Local Inspections / Compliance:	3	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**36**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$2,811,609.00	$2,108,706.75	$702,902.25
Labor:	$0.00	$0.00	$0.00
Fees:	$281,171.00	$210,878.25	$70,292.75
Initial Agreement Amount:	**$3,092,780.00**	**$2,319,585.00**	**$773,195.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$3,092,780.00**	**$2,319,585.00**	**$773,195.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated $0.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$2,319,585.00	(75.00%)
Non-Federal Share:	$773,195.00	(25.00%)
Total Project Cost:	**$3,092,780.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.

v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Cocoa

REMIT ADDRESS: 155 North Wilson Street

CITY: Cocoa STATE: Florida ZIP CODE: 32922

PROJECT TYPE: Drainage PROJECT #: 4337-428-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0610

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Cocoa PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4337-428-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0610

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: City of Cocoa

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Cocoa **PROJECT #:** 4337-428-R

PROJECT TYPE: Drainage **CONTRACT #:** H0610

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Cocoa
Sub-Recipient's Name

H0610
DEM Contract Number

4337-428-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-428-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,319,585.00

OBLIGATION/ACTION DATE: February 26, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 079195608

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Cocoa

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 65 Stone Street

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Cocoa STATE FL ZIP CODE+4** 32922-7982

PARENT COMPANY DUNS# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of Fiske Boulevard and the surrounding Broadmoor Acres Subdivision, located in City of Cocoa, Florida, 32922.

The HMGP construction scope of work proposes to install roadside swales to accommodate street runoff and excess runoff that the existing system is not designed to accommodate. The proposed project shall include constructing a new outfall pipe along Fiske Boulevard to assist the current 36" outfall pipe along School Street, which is over capacity during intense storms, causing flooding and property damage to Broadmoor Acres and portions of Fiske Boulevard.

The project shall provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): N. Fiske Blvd from Peachtree St to W. Highland Blvd and the portion of

ADDRESS LINE 1: the Broadmoor Acres Subdivision between those limits.

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Cocoa STATE FL ZIP CODE+4** 32922-7337

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ■

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.
ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
v. Above-market earnings on deferred compensation which is not tax-qualified.
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Stockton Whitten, City Manager

DATE: 6/10/2021

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, 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.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) 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."

(D) 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient 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 Sub-recipient 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.

(G) 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more 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.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

■ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

d) 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.

e) 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.

f) 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 section 1352, title 31, U.S. Code. 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 Sub-Recipient or subcontractor, City of Cocoa, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Stockton Whitten, City Manager

Name and Title of Sub-Recipient/subcontractor's Authorized Official

6/10/2021

Date

City of Cocoa
65 Stone Street, Cocoa, FL 32922
Phone: (321) 433-8800

November 9, 2022

Ms. Renee Singh, FCCM, MBA
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management

Re: Project 4337-428-R Budget Increase Request

Dear Ms. Singh,

On August 4, 2022, the City of Cocoa (City) held the Bid Opening for the Fiske Blvd. Roadway and Broadmoor Acres Drainage Improvements Project (FEMA-DR-4337-FL). We received two bids. One bid was a notice of "No Bid". The other bid came in at $4,997,446.30. As recommended, the City reposted the bid on August 30, 2022. On October 14, 2022, we conducted another public bid opening. For a second time, the City received a single bid. It was for $5,471,014.80. This is nearly a 10% increase in less than 90 days and a nearly 77% increase in the original project cost estimate, which was based on current industry rates specific to this region. Provided along with this letter is the contractor proposal for material and breakdown for the lump sum items as well as the proposal for the sub-recipient management costs. It is apparent that escalating prices have driven this project's cost up.

The current agreement between the City and the Federal Emergency Management Agency had a project total of $3,092,780 with a federal share of $2,319,585 and a local share of $773,195. Based on the increase in cost of materials since we entered into the agreement, the city respectfully requests amending the agreement to reflect a new project total of $5,744,361 (this includes Construction, Engineering and Inspection services) with a federal share of $4,971,166 and maintain a local share of $773,195.

Sincerely,

Michael Blake
City of Cocoa Mayor

cc:
Stockton Whitten, City Manager
Bryant Smith, P.E., CFM, Public Works Director
Abigail Morgan, P.E., Assistant City Engineer

RESOLUTION NO. 2021-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT FOR CITY OF COCOA, BROADMOOR ACRES/FISKE BOULEVARD DRAINAGE IMPROVEMENTS; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Federal Emergency Management Agency and the City of Cocoa desire to facilitate the drainage improvements project on Fiske Boulevard and Broadmoor Acres; and

WHEREAS, the Federal Emergency Management Agency has requested the City of Cocoa to execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

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

Section 1. The City Council authorizes the City Manager to make, execute and deliver to the Federal Emergency Management Agency the Federally-Funded Subaward and Grant Agreement for the aforementioned project; Federal Award Identification Number FEMA-DR-4337-FL.

Section 2. The City Council authorizes the City Manager to make, execute, and deliver to the Federal Emergency Management Agency any additional documentation or amendments to the aforementioned agreement.

Section 3. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of the conflict.

Section 4. This resolution shall become effective immediately upon its adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Council of the City of Cocoa, Florida, in a City Council Workshop assembled on the 1st day of June, 2021.

Michael C. Blake, Mayor

ATTEST:

Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	22-652	**Version:** 1	**Name:**	City Central Warehouse Plumbing Supplies
Type:	Resolution		**Status:**	Agenda Ready
File created:	10/26/2022		**In control:**	City Council
On agenda:	11/29/2022		**Final action:**	

Title: To provide the City Manager with Multi-Year authorization to issue purchase orders for the City Central Warehouse inventory stock items for a cumulative amount not to exceed $1,200,000 per fiscal year subject to budgetary approval. To Approve the Multi-Year participation in piggyback agreements with Ferguson Enterprises, LLC based on Contract No. 22-B-95MC with Volusia County, Core & Main, LP and Fortiline both based on Contract No. WH22-048 with the City of Boynton Beach. To authorize the City Manager to execute any Annual renewals or amendments. (Finance Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Core and Main_Master Agreement No. WH22-048.pdf
Core and Main_Partially Executed Standard Form for Piggyback Contract No. WH22-048.pdf
Ferguson_Master_Agreement_22-B-95MC.pdf
Ferguson_PARTIALLY EXECUTED Standard Form for Piggyback Contract No. 22-B-95MC Plumbing
Fortiline_Master Agreement No. WH22-048.pdf
Fortiline_PARTIALLY EXECUTED Standard Form for Piggyback Contract No. WH22-048.pdf
Not to Exceed Cost Calculation.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2022
Agenda Date: November 9, 2022
Prepared By: Brian Dale, Purchasing Manager
Through: Rebecca Bowman, CGFO, CGFM, Finance Director
Requested Action:
To provide the City Manager with Multi-Year authorization to issue purchase orders for the City Central Warehouse inventory stock items for a cumulative amount not to exceed $1,200,000 per fiscal year subject to budgetary approval. To Approve the Multi-Year participation in piggyback agreements with Ferguson Enterprises, LLC based on Contract No. 22-B-95MC with Volusia County, Core & Main, LP and Fortiline both based on Contract No. WH22-048 with the City of Boynton Beach. To authorize the City Manager to execute any Annual renewals or amendments.

BACKGROUND:

The City of Cocoa Warehouse is responsible for ordering and stocking plumbing supplies needed for the routine maintenance of its water distribution system of approximately 1,321 miles of pipe, 82,000 meters and 6,424 fire hydrants. Items such as pipes, valves, flanges, couplings, gaskets, adaptors

and ancillary equipment are kept in inventory and are regularly ordered throughout the year as they are consumed. Ferguson, Core & Main and Fortiline are regular suppliers of plumbing equipment to the City where the City has spent more than $1,000,000 on non-meter plumbing supplies in FY22.

The Volusia County contract 22-B-98MC with Ferguson offers a guaranteed minimum discount off retail price. The contract is valid through August 2, 2025 and offers two possible one-year extensions. The City of Boynton Beach contract WH22-048 with awards to both Core & Main and Fortiline offers market cost plus a profit percentage and is valid through October 4, 2023 with three possible one-year extensions. Having access to the discounted pricing though these contracts will provide the City with savings on each order.

These contracts have been reviewed by the City's Purchasing Division and have been determined to be applicable for the purchase of plumbing supplies. Therefore, staff recommends approval to use these competitively bid contracts to purchase plumbing supplies for a cumulative amount not to exceed $1,200,000 for FY23 as well as for future fiscal year budgets through FY27 for an amount not to exceed $1,200,000 subject to budgetary approval. This authorization is calculated based on the prior year cost of purchases plus 20% for contingency and inflationary risks.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted in FY23 Yes
FY24-27 is subject to council budgetary adoption

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

Amount Requested	$1,200,000 for inventory restock
Account Number	421-4025-536.46-00
Account Name	Repairs and Maintenance

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To provide the City Manager with Multi-Year authorization to issue purchase orders for the City Central Warehouse inventory stock items for a cumulative amount not to exceed $1,200,000 per fiscal year subject to budgetary approval. To Approve the Multi-Year participation in piggyback agreements with Ferguson Enterprises, LLC based on Contract No. 22-B-95MC with Volusia County, Core & Main, LP and Fortiline both based on Contract No. WH22-048 with the City of Boynton Beach. To authorize the City Manager to execute any Annual renewals or amendments.

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The City of Boynton Beach

PROCUREMENT SERVICES
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

September 9, 2022

Core & Main LP
Benjamin.strasser@coreandmain.com
Susan.reed@coreandmain.com

RE: **"ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"**
BID #: WH22-048

Contract Period: October 5, 2022 thru October 4, 2023

Dear: Susan Reed and Benjamin Strasser,

At the Commission meeting on September 8, 2022, the BID for **"ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"** was awarded and your company was one of two selected.

A Blanket Purchase Order will be issued to your company on an "As Needed Basis".

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet

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WH22-048 - Annual Supply of Pipe Fittings and Accessories

Opening Date: July 6, 2022 1:00 PM

Closing Date: August 2, 2022 2:30 PM

Vendor Details

Company Name:	Core & Main LP
Address:	1101 W 17th St Riviera Beach, Florida 33404
Contact:	Benjamin Strasser
Email:	benjamin.strasser@coreandmain.com
Phone:	321-339-9340
HST#:	03-0550887

Submission Details

Created On:	Thursday July 28, 2022 13:45:22
Submitted On:	Thursday July 28, 2022 14:38:53
Submitted By:	Benjamin Strasser
Email:	benjamin.strasser@coreandmain.com
Transaction #:	569d46b2-3d67-4aa1-b1e2-28897a00794e
Submitter's IP Address:	165.225.223.68

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Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount or cost plus percentage offered on all materials from the manufacturers listed below that is offered by your company. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on. If you do not offer any of the categories, please place a "0%" in the box.

***** You can submit multiple discounts with multiple item categories. It must be stated which discount goes with corresponding category. *****

Category	Discount Percentage Off *	Cost Plus Percentage *
Ductile Iron Pipe, Ductile Iron Fittings and Accessories	0%	US Pipe DI Pipe: Market Cost plus 11% at time of shipment US Pipe Field lok gaskets: Market Cost plus 11% at time of shipment Tyler Union: Fittings and Accessories: Market Cost Plus 11% Tyler Union Restraints: Market Cost Plus 11% Tyler Union P401 lined fittings: Market Cost Plus 11% EBAA: Market Cost Plus 11% Fab DI Pipe: US & Custom Pipe & Fab: Market Cost Plus 11% at time of shipment All are market cost plus most current list price at time of order Star: DI Fittings and accessories: Market Cost Plus 11% Star MJ/FLB P401 fittings: Market Cost Plus 11% Star Restraints: Market Cost Plus 11%
Saddles and Full Circle Clamps	0%	Smith Blair Clamps style 226: Market Cost Plus 11% Smith Blair Saddles style 317 Market Cost Plus 11% Smith Blair Couplings style 421: Market Cost Plus 11% JCM Style 432: Market Cost Plus 11% Hymax: Market Cost Plus 11% Ford 202B style: Market Cost Plus 11% All are market cost plus current list price at time of order
Hydrants, Hydrant Parts and Accessories	0%	Clow Hydrant: Market Cost Plus 11% Clow Repair Parts: Market Cost Plus 11% Clow extension kits: Market Cost Plus 11% All are market cost plus most current list price
Gate Valves and Check Valves	0%	Clow: R/W 2-12" NRS: Market Cost Plus 11% Clow: R/W OS&Y 2"-12": Market Cost Plus 11% Clow R/W NRS 14"-24": Market Cost Plus 11% Clow Valve 4-12" Holiday Free: Market Cost Plus 11% Kennedy: RW Valves 2-12": Market Cost Plus 11% Kennedy Ken-Flex 4"-12" Check Valve Only: Market Cost Plus 11% Clow Check Valves 2-12" Horizontal Only: Market Cost Plus 11% Pratt BF Plug & Butterfly Valves: Market Cost Plus 11% at time of shipment Kennedy BF Valves: Market Cost Plus 11% Kennedy Swing Check Valve Only 2-12: Market Cost Plus 11%
C900 Pipe, C900 Fittings and Ferncos	0%	Harco C 900 Fittings: Market Cost Plus 11% Multi Fittings C900 Pressure Rated: Market Cost Plus 11% Non Pressure rated: Market Cost Plus 11% Fernco Cat 1 & 2: Market Cost Plus 11% Fernco Cat 3L: Market Cost Plus 11% Fernco Cat 3 & 4E: Market Cost Plus 11% ADS, JM, NAPCO, Endot, all are Market Cost Plus 11% at time of shipment

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ANTI-KICKBACK AFFIDAVIT

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Susan Reed
NAME - SIGNATURE

Sworn and subscribed before me
this 22nd day of July , 2022

Printed Information:

Susan Reed
NAME

Municipal Sales Coordinator
TITLE

Benjamin Strasser
NOTARY PUBLIC, State of Florida
at Large

Core & Main LP
COMPANY

BENJAMIN STRASSER
MY COMMISSION # GG 953162
EXPIRES: May 1, 2024
Bonded Thru Notary Public Underwriters

"OFFICIAL NOTARY SEAL" STAMP

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BIDDER ACKNOWLEDGEMENT

Su□mit Bids To□ PROC□R□M□□T S□RVIC□S
100 □ Ocean □ve
Bo□nton Beach, Florida 33435
Telephone□ (561) 742-6310

Bid Title□ **ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES**

Bid □um□er□ **WH22-048**

Bid Due□ **AUGUST 2, 2022; NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids □ill □e opened in Procurement Services unless speci□ied other□ise. Bid receivin□ date and time is scheduled □or **August 2, 2022; no later than 2:30 P.M. (local time)** and ma□ not □e □ithdra□n □ithin ninet□ (90) da□s a□er such date and time.

□ll a□ards made as a result o□this □id shall con□orm to applica□le sections o□the charter and codes o□the Cit□.

□ame o□Vendor□ Core & Main LP

Federal I.D. □um□er□ 03-0550887

□ Corporation o□the State o□ Florida, Limited Partnership

□rea Code□ 561 Telephone □um□er□ 848-4396

□rea Code□ 561 F□□ □um□er□ 845-7267

Mailin□ □ddress□ 1101 W. 17th Street

Cit□ State□ip□ Riviera Beach, FL 33404

Vendor Mailin□ Date□ 07□22□22

□-Mail □ddress□ susan.reed@coreandmain.com Susan Reed

□uthori□ed Si□nature

Susan Reed

□ame T□ped

□□The □uali□ication o□Core & Main LP is attached hereto and incorporated □□re□erence as thou□h □ull□ set □orth herein.

Initial SR Date 07□22□22

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EXCEPTIONS TO THE SPECIFICATIONS
of Core & Main LP
Submitted to the City of Boynton Beach
Invitation to Bid (ITB)
Annual Supply of Pipe Fittings and Accessories
ITB No. WH22-048

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby takes exception to the specifications as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Boynton Beach (the "Owner"), to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, manufacturer lead times or other circumstances beyond the control of Core & Main.

2. Due to current supply chain disruptions, all materials are subject to pricing at the time of shipment. Prices submitted with the bid of Core & Main LP reflect prices at the time of bid submission, are subject to change at any time and are not firm. Pricing, material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions.

3. Insurance: To the extent provided in its policy, Core & Main will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main's insurance provider. A Certificate of Insurance is attached to demonstrate the level of coverage carried by Core & Main. To the extent permitted by its policy, Core & Main will name only the Buyer and its affiliates, subsidiaries, parents, officers and employees as additional insureds. Notice of cancellation will be provided by e-mail per state guidelines. General aggregate limits apply per policy. Core & Main will not be required to provide copies of its policies and will not be required to provide Professional Liability, Builder's Risk, Owner's Protective Liability, Contractor's Protective Liability, Contractual Liability Insurance, or other coverages not specifically identified in the attached certificate. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main's bid, the Buyer accepts Core & Main's certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, and deductible amounts. The parties agree that Core & Main's insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP.

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4. Warranty. The extent of the warranty to be provided by Core & Main is set forth in the attached Core & Main LP Warranty.

5. Risk of Loss: Title and risk of loss for materials provided hereunder will pass to the Owner upon delivery.

CORE & MAIN LP

Dated this 22nd da□o□□ul□2022. Susan Reed

Municipal Sales Coordinator

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Core & Main LP Warranty

Core & Main LP ("Seller") is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to the Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THIS AGREEMENT, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.

Notwithstanding anything contained in any bid or contract documents to the contrary, title and risk of loss for all materials will pass to Buyer upon delivery.

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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

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600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1
WHOLESALE MERCHANT

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1
WHOLESALE MERCHANT

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2021 to September 30, 2022

1101 W 17th St
CORE AND MAIN LP

Issued:
Vendor: 00696.1
WHOLESALE MERCHANT

CORE AND MAIN LP
DUCHARME MCMILLEN & ASSOC
PO BOX 80600
INDIANAPOLIS IN 46280

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146	INSURER A : National Union Fire Insurance Company of P — 19445 INSURER B : Willis Submission Carrier — GENRC INSURER C : ACE Property & Casualty Insurance Company — 20699 INSURER D : XL Insurance America Inc — 24554 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W21759150 **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] SIR: $500,000* GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			GL 1728964	08/01/2021	08/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			SEE ATTACHED	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			G72535613 001	08/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SEE ATTACHED	08/01/2021	08/01/2022	[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	Excess Liability			US00111733LI21A	08/01/2021	08/01/2022	Occurrence Aggregate	$5,000,000 $5,000,000

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

*** General Liability: The $1,000,000 per Occurrence and $2,000,000 Aggregate limits displayed is a combination of $500,000 Self-Insured Retention and $500,000 Per Occurrence /$1,500,000 Aggregate limits of liability provided by the carrier noted above.**

CERTIFICATE HOLDER

Core & Main LP

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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ADDITIONAL COVERAGE SCHEDULE

AUTOMOBILE LIABILITY
Policy Effective & Expiration Dates: **See Page 1**
Limits: **See Page 1**

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
CA 4594395	All Other States	National Union Fire Insurance Company of Pittsburgh
CA 4594397	MA	National Union Fire Insurance Company of Pittsburgh
CA 4594396	VA	National Union Fire Insurance Company of Pittsburgh

WORKERS COMPENSATION & EMPLOYERS LIABILITY
Policy Effective & Expiration Dates: **See Page 1** Limits:
See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WC 016393321	All Other States	AIU Insurance Company
WC 016393322	CA	AIU Insurance Company
WC 016393323	WI	AIU Insurance Company
WC 016393324	NY	AIU Insurance Company

EXCESS LIABILITY
Policy Effective & Expiration Dates: 08/01/2021-08/01/2022

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
MKLM6MM50000028	Excess General Liability	$5,000,000 xs $1,000,000 Primary	Markel American Insurance Company
NY21RXSZ02HYLIV	Excess Automobile Liability	$3,000,000 xs $2,000,000 Primary	Navigators Insurance Company

***Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage**

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BIDDER'S QUALIFICATION STATEMENT

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:

Name: Core & Main LP

Address: 1101 W. 17th Street

CITY, State, Zip: Riviera Beach, FL 33404

Telephone No.: 561-848-4396

Fax No.: 561-845-7267

Email Address.: susan.reed@coreandmain.com

Check One	
Corporation	
Partnership	X
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Bidder is:
   Core & Main LP

   The address of the principal place of business is:
   1830 Craig Park Court
   St. Louis, MO 63146

2. If Bidder is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Bidder is an individual or a partnership, answer the following:

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a. Date of organization: Nov. 22, 2004

b. Name, address and ownership units of all partners:

Core & Main Intermediate GP, LLC – General Partner (Delaware LLC)

Core & Main Midco, LLC – Limited Partner (Delaware LLC)

Address for all Partners: 1830 Craig Park Court, St. Louis, MO 63146

c. State whether general or limited partnership: Limited Partnership

4. If Bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

5 years

Under what other former names has your organization operated?

HD Supply Waterworks, Ltd.

Hughes Water & Sewer, Ltd.

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

Business License Number 00696.1

FL Contractor License No.: CUC1225503

FL Registration: A04000001840

8. Did you attend the Pre-Bid Conference if any such conference was held?

YES [ ] NO [X]

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

To the best of our knowledge, no.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Multiple employees of our Riviera Beach branch have years of experience serving municipal customers.

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11. State the name of the individual who will have personal supervision of the work:
□avier Re□a□hani

12. State the name and address of attorney, if any, for the business of the Bidder:
Jackie Burkhardt, Director of Legal
1830 Craig Park Court, St. Louis, MO 63146

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Bidder's business and indicate the percentage owned of each such business and/or individual:
Core & Main □P, LLC - □eneral Partner
CD&R Plum□ Bu□er, LLC - □eneral Partner
Core & Main Mana□ement Feeder, LLC - Limited Partner

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Bidder:
□one.

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:
Sandra Diaz, Surety Analyst
Aon Risk Solutions
1 Liberty Plaza, 165 Broadway, 33rd Floor, New York, NY 10006

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16. Annual Average Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	$50 million or greater

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:

Bank **Address** **Telephone**

BANK OF AMERICA

WWW.CONFIRMATION.COM

For assistance using confirmation.com, contact 866-325-7201

18. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

Our technolo□ical solutions (includin□ online orderin□) and □our □ranch contact (□avier Re□a□hani) can assist □ith controllin□ inventor□, pro□ect mana□ement, purchasin□, material identi□ication, and invoicin□.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

Core & Main LP serves municipal customers usin□ □est practices, processes, and technolo□ical solutions. □our □ranch contact □ill □or□ □ith □ou to ship orders complete, accurate, and on time.

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20. Is the financial statement submitted with your bid (if applicable) for the identical organization named on page one?

YES ☐ NO ☐ N/A

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

22. What will be your turnaround time for written responses to City inquires?

Usually same or next day (depending on inquiry).

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

24. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

Core & Main LP ("Core & Main") is one of the country's largest distributors of waterworks products operating across the country in nearly every state. Core & Main enters into a significant number of contracts on a daily basis and is involved in litigation from time to time in the ordinary course of business In the event issues arise, they are handled on a case by case basis. For further information, please see attachment.

25. List and describe all criminal proceedings or hearings concerning business related offenses to which the Bidder, its principals or officers or predecessors' organization(s) were defendants.

To the best of our knowledge, none.

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26. Has the Bidder, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

To the best of our knowledge, none.

The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the owner to reject the bid, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Susan Reed

(Title) Municipal Sales Coordinator

Subscribed and sworn to before me

This 22nd day of July, ~~2020~~ 2022

BENJAMIN STRASSER
MY COMMISSION # GG 953162
EXPIRES: May 1, 2024
Bonded Thru Notary Public Underwriters

Benjamin Strasser
Notary Public (Signature)

My Commission Expires: May 1, 2024

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Cit□o□Bo□nton Beach

Bidder□ Core & Main LP

Attachment to Bidder's Qualification Statement

□uestion 24□ List all claims, ar□itrations, administrative hearin□s and la□suits □rou□ht □□or a□ainst the Bidder or its predecessor or□ani□ation(s) durin□ the last □ive (5) □ears. The list shall include all case names, case ar□itration or hearin□ identi□ication num□ers, the name o□the pro□ect □hich the dispute arose, and a description o□the su□□ect matter o□the dispute.

Core & Main Response□ Core & Main LP ("Core & Main") is one o□the countr□s lar□est distri□utors o□□ater□or□s products operatin□ across the countr□in nearl□ ever□ state. Core & Main enters into a si□ni□icant num□er o□contracts on a dail□ □asis and is involved in liti□ation □rom time to time in the ordinar□ course o□□usiness. In the event issues arise, the□are handled on a case □□case □asis. For additional in□ormation, Core & Main has □een involved in the □ollo□in□ liti□ation or ar□itration matters in the state o□Florida involvin□ products Core & Main sells to its customers durin□ the last □ive (5) □ears□

1. Latitude on the River□ This matter stemmed □rom an alle□ed product de□ect in a □ire sprin□ler suppression s□stem installed at the Latitude on the River Condominiums in Miami-Dade Count□ □ settlement a□reement □as reached □ith the condominium association in Fe□ruar□2020 and all claims □ere dismissed, includin□ cross claims □iled □□the □eneral contractor and the developer. The □ire sprin□ler su□contractor had a cross claim remainin□ and that last piece □as resolved in Ma□2021. Core & Main did not admit an□ □ault as part o□these settlements.

2. Phillip □lie v. Miami-Dade Count□, Core & Main, et al.□ Plainti□□□iled a Complaint a□ainst Miami-Dade Count□and Core & Main claimin□ in□uries that alle□edl□occurred on Decem□er 7, 2017, □hen Plainti□□tripped over a utilit□cover □hose □ap □as a□ar. The Complaint alle□es Core & Main □as responsi□le □or de□ective utilit□cover and□or improper installation. Ho□ever, Core & Main did not produce the product nor did □e install the product (or have an□involvement in the installation). Core & Main is optimistic it □ill □e dismissed □rom this matter in the near □uture.

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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, Susan Reed, Municipal Sales Coordinator, on behalf of Core & Main LP certify

Print Name and Title — Company Name

that Core & Main LP does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Core & Main LP	Susan Reed
COMPANY NAME	SIGNATURE
Susan Reed	Municipal Sales Coordinator
PRINT NAME	TITLE

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CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) 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.

2) Inform employees about the dangers of drug abuse in the workplace, the business's 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.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee 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 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.

5) 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.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Susan Reed
____
Vendor's Signature

CONFIRMATION OF MINORITY OWNED BUSINESS

□ re□uested □orm to □e made a part o□our □iles □or □uture use and in□ormation. Please □ill out and indicate in the appropriate spaces provided □hich cate□or□ □est descri□es □our compan□. Return this □orm □ith □our □id proposal sheet ma□in□ it an o□□icial part o□□our □id response.

Is □our compan□ a Minorit□ O□ned Business □ □□□□□□□□□□□ □□□□□□□□□□□□□

□es □o

If Yes, please indicate by an “X” in the appropriate box:

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Do □ou possess a Certi□ication □uali□□in□ □our □usiness as a Minorit□ O□ned Business□

□□S □□□□□ □O □□□□□

I□□□S, □ame the Or□ani□ation □rom □hich this certi□ication □as o□tained and date□

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Issuin□ Or□ani□ation □or Certi□ication

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Date o□Certi□ication

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E-VERIFY FORM

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Annual Supply of Pipe Supplies and Accessories

Project No.: WH22-048

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of one's hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract and
   b) All persons (including subvendors, subconsultants, subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach and
   c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination
   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
   d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
   e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

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Company Name:	Core & Main LP
Authorized Signature:	Susan Reed
Print Name:	Susan Reed
Title	Municipal Sales Coordinator
Date:	July 22, 2022
Phone:	561-848-4396

STATE OF Florida)
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of July, 2022, by Susan Reed on behalf of Core & Main LP. He/she is personally known to me or has produced _____ as identification.

Benjamin Strasser
NOTARY PUBLIC

Benjamin Strasser
(Name of Notary Typed, Printed or Stamped)

BENJAMIN STRASSER
MY COMMISSION # GG 953162
EXPIRES: May 1, 2024
Bonded Thru Notary Public Underwriters

Municipal Quotations Specialist
Title or Rank

GG 953162
Serial number, if any

DocuSign Envelope ID: 22E2B81A-7276-41C8-894B-2FFD6C2E0C40

NON COLLUSION AFFIDAVIT OF BIDDER

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Brevard)

Susan Reed, being first duly sworn, deposes and says that:

1) She is Municipal Sales Coordinator (Title) of Core & Main LP (Name of Corporation or Integrator), the proposer that has submitted the attached ITB:

2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) Said ITB is genuine and is not a collusive or sham ITB;

4) Further, the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham ITB in connection with the Contract for which the attached ITB has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, integrator or person to fix the price or prices in the attached ITB or of any other Bidder, or to fix any overhead, profit or cost element of the ITB price or the ITB price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Susan Reed

(Title) Municipal Sales Coordinator

Subscribed and sworn to before me

This 22nd day of July, 2022

BENJAMIN STRASSER
MY COMMISSION # GG 953162
EXPIRES: May 1, 2024
Bonded Thru Notary Public Underwriters

Benjamin Strasser

Notary Public (Signature)

My Commission Expires: May 1, 2024

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PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

COMPANY NAME: Core & Main LP

CONTRACTOR

BY: Susan Reed

Title: Municipal Sales Coordinator

Date: July 22, 2022

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount or cost plus percentage offered from ITEM 1, and the final item price after the discount is applied. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on.

Line Item	Description	Part Number *	Current Price *	Discount % from Item 1 *	Cost Plus Percentage from Item *	Final Item Price *
1	6" DIP x 4" DIP Fernco	1055-64	$13.1100	N/A	Market Cost Plus 11%	$14.5500
2	4" Kennedy Check Valve with Lever	4F5382	$912.6300	N/A	Market Cost Plus 11%	$1,013.0200
3	6" MJ Ductile Iron Elbow / Epoxy Lined and Epoxy Coated	6M9401T	$356.0700	N/A	Market Cost Plus 11%	$395.2400
4	4" x 15" Full Circle Clamp / Range 4.95 - 5.35	72226050015000	$147.9900	N/A	Market Cost Plus 11%	$164.2700
5	54" Bury Hydrant / Red / 5 1/4" MAIN SEAT VALVE / (2) 2 1/2" PORTS (1) 4 1/2" PORT / MECHANICAL JOINT	605546M3CLMEDLA	$2,381.2900	N/A	Market Cost Plus 11%	$2,643.2300

Attachment B - Item 3

Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1.

***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****

Instructions	Discount Percentage Off *	Cost Plus Percentage *
Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1. ***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****	N/A	Due to the extensive scope of our supply Core & Main would like to offer Market Cost Plus 11% (except those noted below). This price encompasses any non listed manufacturers offered by our company. Please note that all packing, handling, shipping and delivery charges to the City of Boynton Beach are included. The following are offered at a different Market Cost Plus percentage: Charter Plastic 15%, Copper 12%, Buy Wholesale/EGW 20%

After hours contact and warehouse location

Contact information in the event of an after hours emergency where supplies are needed. Such as a water main break.

Line Item	Description	Information *
1	Contact Name	Javier Rezakhani
2	Contact Phone	561-472-4693
3	Email to place orders	javier.rezakhani@coreandmain.com
4	Location of Warehouse (Must be located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie County)	1101 W. 17th Street Riviera Beach, FL 33404

Specifications

☐ We will not be submitting for Specifications

Number	New Column
1	All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida – AND/OR – Warehouse 2, located at 124 E. Woolbright Road, Boynton Beach, Florida.
2	Bidder should state the model numbers of all items and accessories specified in this proposal.
3	Bidder must be able to guarantee all deliveries, through out the duration of the Bid. All orders must be delivered within 15 days from date of the purchase order. Back orders exceeding the 15 day period are subject to cancellation. Exceptions will be made based on market conditions.
4	Any quantities indicated in the proposal represent approximate needs for the one (1) year period. There is no guarantee made or implied that the City will fulfill such purchases.
5	Award is anticipated to be on a primary, secondary, third and possibly fourth basis.
6	Bidder agrees that all items proposed are DOMESTIC manufactured.
7	Bidder agrees that the percent discount or cost plus percentage submitted applies to the Commodity Bid – Pipe Fittings and Accessories. In this instance, Pipe Fittings and Accessories encompass any and all similar and like items as individually listed.
8	The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of any obligation previously understood
9	Bidder agrees that all items proposed in this bid are domestically made.
10	Bidder agrees that all pipe fittings and accessories listed on the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry.
11	Bidder agrees to designate personnel for after hour emergencies. The personnel must be available 24 hours per day / 7 days per week throughout the duration of this contract.
12	Bidder attest that it has a warehouse located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie Counties. Bidder acknowledges and understands that The City will only accept bids with vendors that have a warehouse located in these areas.

References

Line Item	Company *	Name *	Email *
1	Seacoast Utility Authority	Jessica Decker	jdecker@sua.com
2	Loxahatchee River District	Erin Kelty	erin.kelty@lrecd.org
3	Village of Wellington	Alan Friedman	afriedman@wellingtonfl.gov

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Bidder Qualification Statement - Bidder Qualification Statement_CoreMain2022.pdf - Thursday July 28, 2022 14:20:08
- Anti-Kickback Affidavit - Anti-Kickback Affidavit_CoreMain2022.pdf - Thursday July 28, 2022 14:20:48
- Non-collusion Affidavit of Bidder - NON COLLUSION AFFIDAVIT OF BIDDER_CoreMain2022.pdf - Thursday July 28, 2022 14:21:28
- Certification Pursuant to Florida Statute § 287.135 - CERTIFICATION PURSUANT TO FLORIDA_CoreMain2022.pdf - Thursday July 28, 2022 14:22:04
- Confirmation of Drug-Free Workplace - CONFIRMATION OF DRUG FREE WORKPLACE_CoreMain2022.pdf - Thursday July 28, 2022 14:22:27
- Confirmation of Minority Owned Business - CONFIRMATION OF MINORITY OWNED BUSINESS_CoreMain2022.pdf - Thursday July 28, 2022 14:23:05
- E-Verify - E-Verify_CoreMain2022.pdf - Thursday July 28, 2022 14:23:17
- Bidder Acknowledgement - BIDDER ACKNOWLEDGEMENT_CoreMain2022.pdf - Thursday July 28, 2022 14:23:51
- Local Business - Riviera Beach, FL - Branch 39 - License 00696.1 - Exp 9.30.22.pdf - Thursday July 28, 2022 14:26:58
- Palm Beach County Inspector General - PALM BEACH COUNTY INSPECTOR GENERAL.pdf - Thursday July 28, 2022 14:24:52

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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.

Inform employees about the dangers of drug abuse in the workplace, the business's 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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

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.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Susan Reed, Municipal Sales Coordinator, Core & Main LP

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Core & Main L.P., 1101 W. 17th St., Riviera Beach, FL 33404 (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 a contract with The City of Boynton Beach - FL said contract being identified as: Annual Supply of Pipe Fittings and Accessories, Contract No. WH22-048**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Annual Supply of Pipe Fittings and Accessories, (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:

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 Core & Main L.P. The term of said agreement shall be for the period effective date 10/5/2022, through 10/04/2023 with option to extend for three (3) additional one-year renewals (exercised separately).

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023/ 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

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a. Insurance Requirements (As Applicable):

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.

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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.

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.

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.

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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.

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.

a. Any other provisions that will be modified:

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.

b. 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.

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c. 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.

d. 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.

e. 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.

f. 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.

VENDOR:

Core & Main LP
Attn: Benjamin Strasser
1101 W 17th St
Riviera Beach, FL 33404
(321)-339-9340
benjamin.strasser@coreandmain.com

DocuSign Envelope ID: 22E2B81A-7276-41C8-894B-2FFD6C2E0C40

The Addendum to STANDARD FORM FOR NEW PIGGYBACK CONTRACT is attached hereto and incorporated by reference as though fully set forth herein. DS PE

September 26, 2022

Core & Main L.P.

Patrick Zaccaro Branch Manager I

(Print Name / Title)

DocuSigned by:
Patrick Zaccaro
8EDB36848F0040B...

(Signature)

September 26, 2022

(Date)

Entered this _____ day of _____

September 26, 2022

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(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: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

DocuSign Envelope ID: 22E2B81A-7276-41C8-894B-2FFD6C2E0C40

ADDENDUM TO STANDARD FORM PIGGYBACK CONTRACT

This Addendum is entered into by and between City of Cocoa (hereinafter "City") and Core & Main LP (hereinafter "Vendor") for the purpose of amending and modifying that certain Piggyback Contract No. WH22-048 Annual Supply of Pipe Fittings and Access dated this date of signing (the "Agreement"). It is the express intention of the parties that, to the extent of the terms of this Addendum only, this Addendum shall supersede and control over the terms of the Agreement and any prior addenda thereto. Acceptance of the Agreement by Vendor is made expressly conditioned on assent by City to the additional or different terms.

The Agreement is hereby modified as follows:

Vendor's legal name is hereby amended as follows: Core & Main LP

1. **Paragraph 2.** On line 5, delete "Contract" and replace with "Bid". At the end of this section insert "This contract is subject to Core & Main's proposal in its entirety including, but not limited to, its qualification and warranty provisions, as awarded September 9, 2022, and attached hereto. All Vendor's documents of the original government contract shall be incorporated by reference as though fully set forth herein."
2. **a. Insurance Requirements.** Delete in its entirety and replace with "To the extent provided in its policy, Core & Main will only be able to provide a certificate of insurance, endorsements and coverage that are current form and meet industry standards subject to agreement by Core & Main's insurance provider. A Certificate of Insurance is attached to demonstrate the level of coverage carried by Core & Main. To the extent permitted by its policy, Core & Main will name only the Buyer and its affiliates, subsidiaries, parents, officers and employees as additional insureds. Notice of cancellation will be provided by e-mail per state guidelines. General aggregate limits apply per policy. Core & Main will not be required to provide copies of its policies and will not be required to provide Professional Liability, Builder's Risk, Owner's Protective Liability, Contractor's Protective Liability, Contractual Liability Insurance, or other coverages not specifically identified in the attached certificate. Notwithstanding anything contained in any bid documents or contract documents to the contrary, by acceptance of Core & Main's bid, the Buyer accepts Core & Main's certificate of insurance in full compliance with all insurance requirements, including but not limited to notice provisions, coverage, language, policy limits, policy forms, and deductible amounts. The parties agree that Core & Main's insurance is provided on a contributory basis, and is primary, but only to the extent of the products, services, and operations of Core & Main LP."
3. **Item e.** On line 1, after "(Exhibit "A")" insert ", including but not limited to Vendor's qualification,".

[Signature page to follow]

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Except as specifically amended in this Addendum, the Agreement and all prior addenda thereto shall remain in full force and effect.

CITY:	VENDOR:
CITY OF COCOA	CORE & MAIN LP
By: _____	By: DocuSigned by: Patrick Zaccaro 8EDB36848F0040B...
Name: _____	Name: Patrick Zaccaro
Title: _____	Title: Branch Manager I
Date: _____	Date: September 26, 2022

Piggyback Contract
No. WH22-048 Annual Supply of Pipe Fittings and Access

Date: 08□02□2022	**AGENDA ITEM**	**Item:** □

□□Ordinance	□□Resolution	□□Bud□et Resolution	□□□Other

County Goals

□□	Thrivin□ Communities	□□	□conomic & Financial Vitalit□	□□	□□cellence In □overnment	□□□	□□

Department: Business Services
Division: Facilit□ Mana□ement

Subject: □□ard o□□□reements □or plum□in□ supplies, 22-B-95MC.

□eaniene □ennin□s Director Business Services Department □pproval	Pamela Wils□□ □pproved in □ccordance □ith Purchasin□ Policies and Procedures	Le□al Heather Wallace □ssistant Count□ □ttorne□ □pproved as to Form and Le□alit□	Count□ Mana□er□s O□ice R□an Osso□s□i Chie□Financial O□icer
□ames Cor□ett Director Facilities Mana□ement Division □pproval	□aron Van □leec□ □pproved as to Bud□et Re□uirements		

Council Action: Approved as Recommended

Modification:

Fund Number(s):	**Description:**	**Amount:**
999 Various	□stimated □nnual □□penditures□Various □ccounts Count□□ide	□100,000.00

Total Item Budget: $100,000.00

Staff Contact(s):	**Phone:**	**Ext.**
Jeaniene Jennings	386 822 5789	15789
James Corbett	386 248 1760	11359

Summary/Highlights:
The count□ received □our (4) responses as sho□n on the attached ta□ulation sheet, to an invitation to □id □or plum□in□ supplies. Bid pricin□ □as evaluated □ased on a sample list o□ plum□in□ supplies commonl□ purchased □□ the count□.

Sta□ recommends selection o□ and a□ard o□a□reements to all o□the responsive and responsi□le □idders□Fer□uson □nterprises, LLC, San□ord, FL □Ha□oca d□□a Hu□hes Suppl□ Da□tona, Da□tona Beach, FL □□orth□ate Limited, Inc. Sarasota, FL □and Osceola Plum□in□ Suppl□ & Well Drillin□, Holl□ Hill, FL, □or an initial term o□three (3) □ears □ith t□o (2)

su□se□uent one-□ear rene□al options. □ multiple a□ard □ill ensure products are availa□le □hen needed. The estimated annual e□penditures is appro□imatel□ □100,000.00.

These a□reements □ill □e used count□□ide □ith Facilit□ Mana□ement □ein□ the lar□est user.

Copies o□the complete a□reements and applica□le e□hi□its, □ith the same terms and conditions descri□ed in the solicitation, are availa□le □or revie□ in the purchasin□ and contracts division.

Recommended Motion: □pproval.

COUNTY OF VOLUSIA, FL
SOLICITATION TABULATION SHEET

ALL SUBMITTALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE RESPONDENT ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. SOLICITATION DOCUMENTS FROM THE RESPONDENT LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER SOLICITATION DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

SOLICIT□TIO□ □□MB□R□ **22-B-95MC**

SOLICIT□TIO□ TITL□□ **PLUMBING SUPPLIES**

SOLICIT□TIO□ CLOSI□□ D□T□□ **6/21/2022** TIM□□**3:00 P.M.**

Ferguson Enterprises LLC (Ferguson Waterworks) 1470 Bo□□□Lee Point, San□ord, FL 32771 407-859-7473 □ □ustin.montandon@□er□uson.com	**Hajoca d/b/a Hughes Supply Daytona** 805 Brent□ood Dr., Da□tona Beach, FL 32117 386-253-0551 □ □radle□sheppard@ha□oca.com	**Northgate Limited, Inc.** 4549 Mariotti Ct., Suite 102, Sarasota, FL 34233 954-579-6061 □alan@north□atelimited.com	**Osceola Plumbing Supply & Well Drilling** 555 3rd St., Holl□Hill, FL 32117 386-252-8838 □ops1@c□rr.com
Sample Product Price Sheet Total: $3,556.64	**Sample Product Price Sheet Total: $2,772.49**	**Sample Product Price Sheet Total: $4,383.380**	**Sample Product Price Sheet Total: $3,560.51**

Opened □□□Me□han Chestnut, Purchasin□ □nal□st II
Witnessed □□□Bec□ Bishop, Senior Procurement □nal□st
Ta□ulated □□□Me□han Chestnut, Purchasin□ □nal□st II
Posted□7□8□22
Recommendation o□□□ard (RO□)□Fer□uson □nterprises, LLC □Ha□oca d□□a Hu□hes Suppl□Da□tona □□orth□ate Limited, Inc. □Osceola Plum□in□ Suppl□ & Well Drillin□

□pproved □□□

Pamela Wilsky

Pam Wils□□, □I□P-CPP, CCPB, CPPO
Director o□Purchasin□ and Contracts

1. ITB Documents

27 (18 Mandatory Requirement)

1.1. Terms and Conditions

Group - 4 Questions

1.1.1. Special Conditions

A. Bid Closing Date
Bids must be received through the Mercell platform before the posted close date/time. Bids received after this time will not be considered.

B. Pre-bid Conference

1. A pre-bid conference will not be held for this solicitation.

C. Authorized Official
The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

D. Definition of Responsive and Responsible for this Bid
Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
   2.1. Total Cost as submitted on Sample Price Sheet (Section 2.2); and,
   2.2. Ability to meet availability and delivery requirements as stated in Section Scope of Work Section 1.2.B; and,
   2.3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference; and,
   2.4. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

E. Local Preference Availability
This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

F. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

G. Award Term. The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

H. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
2. Contractor may terminate this Agreement upon at least one hundred sixty (60) days prior written notice to County.
3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
   3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
   3.2. Inform County of the extent to which performance is completed;
   3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,
   3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of

the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

I. New Material
Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

By checking yes, the vendor agrees to the special conditions as contained in this section.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.1.2. **General Terms and Conditions**

A. Submission of Offers: All offers shall be submitted through the Mercell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

B. Bidder's Responsibility: The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;

2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,

4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

C. Execution of Offer: Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

D. Opening: Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/purchasing for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.

https://www.gotomeet.me/VolusiaCountyPurchasing

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

E. Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

2. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law.

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 Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

F. Clarification/Correction of Entry/Minor Irregularities: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

G. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Mercell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Mercell Source-to-Contract.

2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Mercell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the Mercell web site for any posted answers, and/or solicitation changes at https://app.negometrix.com/today. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers,

and/or solicitation changes prior to the posted closing date/time.

3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.

4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

H. Incurred Expenses: This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

I. Disadvantaged Businesses: The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

J. Local Preference: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

K. Pricing: Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

L. Unusual Costs: The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

M. Additional Terms & Conditions: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

N. Taxes: County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

O. Payment Terms: Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

P. Discounts: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

Q. Meets/Minimum Specifications: The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

R. Brand Name or Equal: If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an “equal” product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an “equal” product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

S. Samples: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

T. Silence of Specifications: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

U. Change in Scope of Work/Service:

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County’s Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

V. Governing Laws/Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Agreement.

W. Assignment: Contractor may not assign or otherwise convey Contractor’s rights and/or obligations under this Agreement without obtaining County’s prior written consent, which consent County may withhold, limit and/or condition in County’s sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment’s proposed effective date, provide County with a written request for County’s consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County’s acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

X. Content of Invitation/Response: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these “General Terms and Conditions.”

Y. Disclosure of Bid Content: All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

Z. Limitation of Liability/Indemnification: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney’s fees, arising out of, resulting from, or incident to Contractor’s performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

AA. Infringement Claim: For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor’s licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party’s valid state patent, copyright, trademark, or any trade secret protected under United States law. In the

event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

BB. Sovereign Immunity: County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

CC. Patents, Copyright, and Royalties: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

DD. Use of County Logo: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

EE. Training: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

FF. Acceptance: Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

GG. Safety Warranty: Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

HH. Safety: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

II. Warranty: The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

JJ. Award: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

KK. Other Agencies: All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

LL. FOB Destination: The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

MM. Special Conditions: County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

NN. Licenses, Certificates, and Permits:

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of

Corporations' Sunbiz at www.sunbiz.org, AND;

2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

OO. Records & Right to Audit: County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

PP. Claim Notice: The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name:	County of Volusia, Florida Human Resources/Risk Management Division
Address:	125 W. New York Avenue, Suite 141 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

QQ. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

RR. Compliance with Laws and Regulations: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

SS. For Internet/Web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar 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 County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

UU. Modifications Due to Public Welfare or Change in Law: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public

welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

VV. Right to Require Performance:

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

WW. Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

XX. Contractor's Personnel: During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference**,** shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

YY. County/Contractor Relationship:

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is

not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

ZZ. Disqualification of Bidders: One (1) Bid**:** Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders**:** If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

AAA. Debarment: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

BBB. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

CCC. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

3.1. County Work Days: **10** Contractor's Representative: **Contractor's Project Manager**
County Representative: **County's Project Manager**

3.2. County Work Days: **10** Contractor's Representative: **Contractor's Sr. Vice President of Sales**
County Representative: **Director of Purchasing and Contracts**

3.3. County Work Days: **20** Contractor's Representative: **Contractor's COO or President**
County Representative: **Deputy County Manager**

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of *Special Conditions, Termination,* it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.1.3. Content of Invitation/Response:

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Mercell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Mercell, at https://app.negometrix.com/today.

Do not submit confidential information, proprietary information and/or trade secrets.

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.1.4. Authorized Signatory

Vendor acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)

Open text response - Mandatory Requirement

1.2. Scope of Work

Group - 1 Questions

1.2.1. **Scope of Work**

The County of Volusia is seeking Bids from qualified Contractor(s) to furnish plumbing supplies. The resulting Master Agreement(s) may be used by all County divisions on an as-needed basis. There is no guarantee of any minimum expenditures by the County.

A. Pricing

1. Bidders shall complete Sample Products Price Sheet (Section 2.2), which will be used as a basis for evaluation of Bid submittals. Bidders are not required to bid on every item listed. Substitute Manufacturers will not be accepted due to standardization of parts throughout the County. Bidders shall provide the current list/catalog prices currently being offered to the general public and provide the percent discount extended the County. As stated in Terms and Conditions Section D. 2.1 , Sample Products Price Sheet prices shall not be the only criterion evaluated for the determination of award for this ITB.

2. All discounts provided on Percent Discount Price Sheet (Sections 2.3, 2.4 and 2.5) shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement. Bidders may bid a fixed percent discount or a discount that is variable by Manufacturer.

3. Contractor(s) shall be consistent in the method in which discounts are given. The manner in which the Bidder states on the Bid Submittal form is the manner in which the discount(s) shall apply for the term of the resulting Agreement**.**

B. Delivery/Availability

1. Materials/supplies may be requested to be delivered to any area of the County, but may also be picked up by a County employee with a valid County of Volusia I.D. badge. It is the Contractor's responsibility to obtain a legible signature from any employee picking up materials/supplies.

2. The Contractor may have a retail facility located within sixty (60) miles of 3811 Tiger Bay Road, Daytona Beach, Florida to ensure that parts are available for pick-up on an emergency basis. The Contractor shall provide the County's Project Manager a contact name and number for after hours, weekends, and County recognized holidays for emergency calls. After hours shall be defined as, after 5 p.m. and before 7 a.m., Monday through Friday. Weekend hours shall be defined as any time on Saturday or Sunday. County recognized holiday hours shall be those days as noted on the Volusia County website https://www.volusia.org/about-us/holidays.stml.

3. Non-emergency items shall be available within three (3) business days of order being placed by the County. Emergency items, as determined by the County, shall be available with in twenty-four (24) hours of order being placed by the County.

4. County of Volusia will pay shipping fees. Contractor(s) shall provide documentation of delivery charges and list as a separate line on invoice. All shipping shall be FOB Destination.

C. Billing and Payment

1. In order for payments to be processed in a timely manner, all invoices shall be sent to each ordering division. It is the Contractor's responsibility to confirm the invoice address at the time of order. Invoices sent to an incorrect division(s) will result in a delay of payment to the Contractor.

2. Contractor shall clearly show the percentage discount on all receipts, packing lists and/or invoice.

By checking yes, vendor acknowledges the above Scope of Work and will furnish said product or services according to the scope of work detailed within this ITB if awarded.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.3. Revisions/ Addenda/ Questions & Answers

Group - 1 Questions

1.3.1. **REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.4. Insurance Requirements

Group - 3 Questions

1.4.1. **By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

Required Types and Limits of Insuran..(433209).pdf

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.
(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or

advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, 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, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

K. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

1.4.2. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.
Document upload

1.4.3. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached **Hold Harmless Agreement**.
Document upload

Hold Harmless Agreement(432106).pdf

1.5. Forms

Group - 11 Questions

1.5.1. **Bid Submittal Form**

Please fill out and submit the attached **Bid Submittal Form**.
Document upload - Mandatory Requirement

Bid Submittal Form(432107).pdf

1.5.2. **W-9**

Please attach current **W-9 Form**.
Document upload - Mandatory Requirement

1.5.3. **Florida Department of State, Division of Corporations' Detail by Entity Name Report**

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.
Document upload - Mandatory Requirement

1.5.4. **Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selcting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.
Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.5.5. Certification Affidavit of Subcontractor as Local Business

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.5.6. Business Tax Receipt

Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director, located at https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml

Document upload

1.5.7. Conflict of Interest

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No response - Mandatory Requirement

- **Yes** -
  triggers
- **No**

Conditional question when answer is Yes:

Enter explanation of the conflict of interest as indicated above.

Open text response - Mandatory Requirement

1.5.8. Public Entity Crime

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.5.9. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.5.10. Drug-Free Workplace

By selecting "Yes", Rspondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**
  MR missed

1.5.11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No response - Mandatory Requirement

- **Yes**
- **No** -
  triggers

Conditional question when answer is No:

Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

Open text response - Mandatory Requirement

1.6. Additional Information

Group - 6 Questions

1.6.1.

Please provide your delivery and/or availability timeframe:

1. Non-emergency items shall be available within three (3) business days of order being placed by the County.
2. Emergency items, as determined by the County shall be available with in twenty-four (24) hours of order being placed by the County.

Open text response

1.6.2.

Do you accept electronic funds transfer (EFT)?

Yes/No response

- **Yes**
- **No**

1.6.3.

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Numeric response

1.6.4.

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Open text response

1.6.5.

Please submit your total number of employees.

Numeric response

1.6.6. Are you a sole proprietor?

Yes/No response

- **Yes**
- **No**

1.7. References

Group - 1 Questions

1.7.1. **References**

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload - Mandatory Requirement

References Form(432108).pdf

1.8. Definitions

Group - 0 Questions

Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

BID SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] _____ has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types* of *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

✘

Signature / Authorized Signatory

Printed Name

Title | Date

Company Name

Full Address

Telephone | Fax | E-mail Address

Dun & Bradstreet # | Federal I.D. #

TYPE OF INSURANCE		
WORKERS COMPENSATION ☒ Waiver of Subrogation	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY ☒ Occurrence Basis ☒ Contractual Liability ☒ County Additional Insured for **both** Premises/Operations and Products/Completed Operations ☒ Waiver of Subrogation	EACH OCCURRENCE	$ 1,000,000
	GENERAL AGGREGATE	$ 2,000,000
	Premises-Operations	$ 1,000,000
	Products & Completed Ops	$ 1,000,000
	Personal & Adv Inj.	$ 1,000,000
	Fire Damage	$
		$
AUTO LIABILITY ☒ Any Auto	Combined Single Limit	$ 1,000,000
	Bodily Injury (Per person)	$
	Bodily Injury (Per accident)	$
	Property Damage (Per Accident)	$
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: Meghan Chestnut	Risk Management Division _____	

HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (*the above-named business)* entered into a Contract for _____ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ *(print name)* _____

(signature)

Employee 1: _____ *(print name)* _____

(signature)

Employee 2: _____ *(print name)* _____

(signature)

Employee 3: _____ *(print name)* _____

(signature)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, who is/are personally known to me **or** *who has/have produced _____ as identification.*

_____

NOTARY PUBLIC – STATE OF _____

Type or print name:

_____

Commission No.: _____

(Seal) *Commission Expires:* _____

REFERENCES

Agency **#1**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency **#2**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency **#3**	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

2. Pricing Sheet

5 (1 Mandatory Requirement)

2.1. Price

Price - Mandatory Requirement
Calculated by formula:: **2.2. Sample Products Price Sheet**

PRICE SHEET INSTRUCTIONS

Sample Products Price Sheet, Section 2.2 - Bidders shall fill out the representative samples of plumbing products listed in Section 2.2. This information will be utilized as a basis for price comparison of like items between Bidders. While Bidders are not required to bid on every item listed, substitute Manufacturers will not be accepted due to standardization of parts throughout the County. Bidders shall provide the current list/catalog prices currently being offered to the general public and provide the percent discount extended the County. The percent discount shall be entered on the price sheet as a decimal not a percent, for example .05 instead of 5%.

Fixed Percent Discount, Section 2.3 - Bidders may bid a fixed discount percent. Bidders shall input discount as a percent (%). All discounts provided shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement.

Percent Discount by Manufacturer, Section 2.4 -Bidders may bid a discount by Manufacturer, and may be variable discount by Manufacturer. If the variable discount is offered, please provide an explanation of how the discounts will be applied. All discounts provided shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement. Bidders shall input discount as a percent (%). If additional lines are required for listing manufacturers and the corresponding discounts, please fill-out response in Section 2.5 - Additional Manufacturers (as needed).

Section 2.5 Additional Manufacturers (as needed) Percent Discount by Manufacturer
This section is provided for Bidders to list additional Manufacturers and discounts as needed. If the variable discount is offered, please provide an explaination of how the discounts will be applied. All discounts shall be applied to prices that would be paid by the general public and percentages shall remain firm for the term of Agreement. Bidders shall input discount as a percent (%).

2.2. Sample Products Price Sheet

Product list - 25 rows

2.3. Fixed Percent (%) Discount

Product list - 1 rows

2.4. Percent (%) Discount by Manufacturer

Product list - 25 rows

2.5. Additional Manufacturers (as needed) - Percent (%) Discount by Manufacturer

Product list - 50 rows

DO NOT USE. Bidders shall use product list #2.5 Additional Manufacturers (as needed).
~~**Section 2.5 Additional Manufacturers (as needed).** This section is provided for Bidders to list additional Manufactures and discounts as needed. If the variable discount is offered, please provide an explanation of how the discounts will be applied. All discounts shall be applied to prices that would be paid by the general public.~~

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22-B-95MC

Sample Product Price Sheet

Description	Current Retail Price	Percent Discount - MUST BE ENTERED AS DECIMAL NOT A % (ex .05 not 5%)	Total
Delta 400 Kitchen Faucet			$0.00
Delta 501 Lavatory Faucet			$0.00
Delta 2171 Bar Sink			$0.00
Brasscraft #CR19 Angle Stop (5-pack)			$0.00
3/4" Fullport Ball-Valve			$0.00
50 gallon/ 220 volt water heater			$0.00
3/4" CPVC - 20 ft.			$0.00
3/4" Type L Copper Pipe - 20 ft.			$0.00
3/4" Schd. 40 PVC Pipe - 20 ft.			$0.00
2" Schd. 40 PVC pipe - 20 ft.			$0.00
Elongated toilet seat, open front - Less Cover (Box of 6)			$0.00
Sloan A-36-A Repair Kit			$0.00
Sloan B-50 Handle Repair Kit			$0.00
Sloan V-551 Vacuum Breaker			$0.00
Sloan 110YB Flushometer			$0.00
Fluid Master Pro 45B Ballcocks			$0.00
Korky Red #2001 Flappers			$0.00
Coast Flappers			$0.00
PVC Glue - 1 gallon			$0.00
PVC Cleaner - 1 gallon			$0.00
1 1/2" PVC Master Trap			$0.00
Elkay EZ8 water cooler			$0.00
Liberty 1hp PRG-Series pump			$0.00
American Standard 2 piece Commerical Cadet seris toilet			$0.00
Woodford 3/4" Chrome hosebib			$0.00
			$0.00

22-B-95MC

Fixed Percent Discount

Description	Fixed Percent Discount (to be entered as %)
Fixed % Discount	

22-B-95MC

Percent Discount by Manufacturer

Description	Manufacturer Lists	Percent Discount to be entered as a % (ex. 10%)
Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		
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Manufacturer % discount		
Manufacturer % discount		
Manufacturer % discount		

BID SUBMITTAL FORM

The undersigned hereby declare(s) that [firm name] Ferguson Enterprises LLC (Ferguson Waterworks) has carefully examined the specifications to furnish the products and/or services detailed in the technical specifications or scope of work and will furnish said product or services according to the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I, as the proposer, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory with the firm who is authorized to execute contracts/agreements with the County of Volusia. Vendor further agrees that by submitting the proposal electronically, the authorized signatory does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required Types* of *Insurance*, upon notification of recommendation of award.

The vendor acknowledges that information provided in this bid is true and correct:

x Justin Montandon

Signature / Authorized Signatory

Justin Montandon

Printed Name

Municipal Sales — 6/6/22

Title — Date

Ferguson Enterprises LLC (Ferguson Waterworks)

Company Name

1470 Bobby Lee Point Sanford, Fl 32771

Full Address

407-859-7473 — 407-859-9561 — justin.montandon@ferguson.com

Telephone — Fax — E-mail Address

008995171 — 54-1211771

Dun & Bradstreet # — Federal I.D. #

1.1. Terms and Conditions

Group - 4 Questions - 4/4

1.1.1. Special Conditions

A. Bid Closing Date
Bids must be received through the Mercell platform before the posted close date/time. Bids received after this time will not be considered.

B. Pre-bid Conference

1. A pre-bid conference will not be held for this solicitation.

C. Authorized Official
The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

D. Definition of Responsive and Responsible for this Bid
Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
   2.1. Total Cost as submitted on Sample Price Sheet (Section 2.2); and,
   2.2. Ability to meet availability and delivery requirements as stated in Section Scope of Work Section 1.2.B; and,
   2.3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference; and,
   2.4. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

E. Local Preference Availability
This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

F. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

G. Award Term. The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

H. Termination

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
2. Contractor may terminate this Agreement upon at least one hundred sixty (60) days prior written notice to County.
3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
   3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
   3.2. Inform County of the extent to which performance is completed;
   3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated and with the prior approval of the County; and,
   3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

I. New Material
Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

By checking yes, the vendor agrees to the special conditions as contained in this section.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.1.2. **General Terms and Conditions**

A. Submission of Offers: All offers shall be submitted through the Mercell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

B. Bidder's Responsibility: The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;

2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,

4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

C. Execution of Offer: Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

D. Opening: Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/purchasing for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of

the following link:

Join from your computer, tablet or smartphone.
https://www.gotomeet.me/VolusiaCountyPurchasing

You can also dial in using your phone.
United States: +1 (646) 749-3112
Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

E. Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County 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, Florida Statutes, or as otherwise provided by law.
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 Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

F. Clarification/Correction of Entry/Minor Irregularities: The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

G. Revisions, Addenda, Questions & Answers:

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Mercell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Mercell Source-to-Contract.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Mercell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is

each Bidder's responsibility to check the Mercell web site for any posted answers, and/or solicitation changes at https://app.negometrix.com/today. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.

3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.

4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

H. Incurred Expenses: This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

I. Disadvantaged Businesses: The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

J. Local Preference: The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

K. Pricing: Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

L. Unusual Costs: The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

M. Additional Terms & Conditions: The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

N. Taxes: County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

O. Payment Terms: Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

P. Discounts: All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

Q. Meets/Minimum Specifications: The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

R. Brand Name or Equal: If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products

that will be acceptable. Offers proposing “equal” products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an “equal” product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an “equal” product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

S. Samples: When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

T. Silence of Specifications: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

U. Change in Scope of Work/Service:

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County’s Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

V. Governing Laws/Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney’s fees relating to any dispute arising under this Agreement.

W. Assignment: Contractor may not assign or otherwise convey Contractor’s rights and/or obligations under this Agreement without obtaining County’s prior written consent, which consent County may withhold, limit and/or condition in County’s sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment’s proposed effective date, provide County with a written request for County’s consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00); however, payment of such fee shall not entitle the Contractor to the County’s acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

X. Content of Invitation/Response: The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these “General Terms and Conditions.”

Y. Disclosure of Bid Content: All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

Z. Limitation of Liability/Indemnification: The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney’s fees, arising out of, resulting from, or incident to Contractor’s performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

AA. Infringement Claim: For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of

County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

BB. Sovereign Immunity: County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

CC. Patents, Copyright, and Royalties: The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

DD. Use of County Logo: The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

EE. Training: Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

FF. Acceptance: Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

GG. Safety Warranty: Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

HH. Safety: The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

II. Warranty: The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

JJ. Award: The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

KK. Other Agencies: All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

LL. FOB Destination: The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

MM. Special Conditions: County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

NN. Licenses, Certificates, and Permits:

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;

2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

OO. Records & Right to Audit: County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

PP. Claim Notice: The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name:	County of Volusia, Florida Human Resources/Risk Management Division
Address:	125 W. New York Avenue, Suite 141 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

QQ. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

RR. Compliance with Laws and Regulations: The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA),Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

SS. For Internet/Web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473: Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar 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 County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

UU. Modifications Due to Public Welfare or Change in Law: The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

VV. Right to Require Performance:

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

WW. Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a “Force Majeure Event”). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party’s performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

XX. Contractor's Personnel: During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference**,** shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

YY. County/Contractor Relationship:

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

ZZ. Disqualification of Bidders: One (1) Bid**:** Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders**:** If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

AAA. Debarment: Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

BBB. For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

CCC. Dispute Resolution:

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

3.1. County Work Days: **10** Contractor's Representative: **Contractor's Project Manager**
County Representative: **County's Project Manager**

3.2. County Work Days: **10** Contractor's Representative: **Contractor's Sr. Vice President of Sales**
County Representative: **Director of Purchasing and Contracts**

3.3. County Work Days: **20** Contractor's Representative: **Contractor's COO or President**
County Representative: **Deputy County Manager**

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of *Special Conditions, Termination,* it being understood that these dispute resolution procedures are intended as a means of resolving

disputes both during the term of this Agreement and after termination or expiration thereof.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.1.3. **Content of Invitation/Response:**

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Mercell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Mercell, at https://app.negometrix.com/today.

Do not submit confidential information, proprietary information and/or trade secrets.

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.1.4. **Authorized Signatory**

Vendor acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)

Open text response Mandatory Requirement

Ferguson Enterprises LLC:

Justin Montandon- Municipal Sales

Jusitn Montandon - Secretarial Certi..(456711).pdf

1.2. Scope of Work

Group - 1 Questions - 1/1

1.2.1. **Scope of Work**

The County of Volusia is seeking Bids from qualified Contractor(s) to furnish plumbing supplies. The resulting Master Agreement(s) may be used by all County divisions on an as-needed basis. There is no guarantee of any minimum expenditures by the County.

A. Pricing

1. Bidders shall complete Sample Products Price Sheet (Section 2.2), which will be used as a basis for evaluation of Bid submittals. Bidders are not required to bid on every item listed. Substitute Manufacturers will not be accepted due to standardization of parts throughout the County. Bidders shall provide the current list/catalog prices currently being offered to the general public and provide the percent discount extended the County. As stated in Terms and Conditions Section D. 2.1 , Sample Products Price Sheet prices shall not be the only criterion evaluated for the determination of award for this ITB.

2. All discounts provided on Percent Discount Price Sheet (Sections 2.3, 2.4 and 2.5) shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement. Bidders may bid a fixed percent discount or a discount that is variable by Manufacturer.

3. Contractor(s) shall be consistent in the method in which discounts are given. The manner in which the Bidder states on the Bid Submittal form is the manner in which the discount(s) shall apply for the term of the resulting Agreement**.**

B. Delivery/Availability

1. Materials/supplies may be requested to be delivered to any area of the County, but may also be picked up by a County employee with a valid County of Volusia I.D. badge. It is the Contractor's responsibility to obtain a legible signature from any employee picking up materials/supplies.

2. The Contractor may have a retail facility located within sixty (60) miles of 3811 Tiger Bay Road, Daytona Beach, Florida to ensure that parts are available for pick-up on an emergency basis. The Contractor shall provide the County's Project Manager a contact name and number for after hours, weekends, and County recognized holidays for emergency calls. After hours shall be defined as, after 5 p.m. and before 7 a.m., Monday through Friday. Weekend hours shall be defined as any time on Saturday or Sunday. County recognized holiday hours shall be those days as noted on the Volusia County website https://www.volusia.org/about-us/holidays.stml.

3. Non-emergency items shall be available within three (3) business days of order being placed by the County. Emergency items, as determined by the County, shall be available with in twenty-four (24) hours of order being placed by the County.

4. County of Volusia will pay shipping fees. Contractor(s) shall provide documentation of delivery charges and list as a separate line on invoice. All shipping shall be FOB Destination.

C. Billing and Payment

1. In order for payments to be processed in a timely manner, all invoices shall be sent to each ordering division. It is the Contractor's responsibility to confirm the invoice address at the time of order. Invoices sent to an incorrect division(s) will result in a delay of payment to the Contractor.

2. Contractor shall clearly show the percentage discount on all receipts, packing lists and/or invoice.

By checking yes, vendor acknowledges the above Scope of Work and will furnish said product or services according to the scope of work detailed within this ITB if awarded.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.3. Revisions/ Addenda/ Questions & Answers

Group - 1 Questions - 1/1

1.3.1. **REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.4. Insurance Requirements

Group - 3 Questions - 3/3

1.4.1. **By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement

coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.
(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, 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, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

K. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

A. General Insurance Requirements:

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

3. Proof of Insurance

A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

1.4.2. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

Document upload

Ferguson Enterprises LLC:

Insurance(456712).pdf

1.4.3. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached **Hold Harmless Agreement**.

Document upload

Ferguson Enterprises LLC:

Holdharmless(456713).pdf

1.5. Forms

Group - 11 Questions - 11/11

1.5.1. **Bid Submittal Form**

Please fill out and submit the attached **Bid Submittal Form**.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

Bidsubmittalform(456714).pdf

1.5.2. **W-9**

Please attach current **W-9 Form**.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

W9 2021 Ferguson (005)(456715).pdf

1.5.3. **Florida Department of State, Division of Corporations' Detail by Entity Name Report**

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

sunbizreport(456716).pdf

1.5.4. **Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selcting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.5.5. **Certification Affidavit of Subcontractor as Local Business**

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.5.6. **Business Tax Receipt**

Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director, located at https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml

Document upload

Ferguson Enterprises LLC:

Volusia_Excise_LicenseOnDemand_6753_..(456717).pdf

1.5.7. **Conflict of Interest**

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No response Mandatory Requirement

- **Yes** - triggers
- **No**

Ferguson Enterprises LLC:

- No
  MR missed

1.5.8. **Public Entity Crime**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent’s subcontractors and Respondent’s implementer, if any, is not under investigation for violation of such statutes.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.5.9. **Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.5.10. **Drug-Free Workplace**

By selecting "Yes", Rspondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No response Mandatory Requirement

- **Yes**
- **No**
  MR missed

Ferguson Enterprises LLC:

- Yes

1.5.11. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No response Mandatory Requirement

- **Yes**
- **No** - triggers

Ferguson Enterprises LLC:

- Yes

1.6. Additional Information

Group - 6 Questions - 6/6

1.6.1.

Please provide your delivery and/or availability timeframe:

1. Non-emergency items shall be available within three (3) business days of order being placed by the County.
2. Emergency items, as determined by the County shall be available with in twenty-four (24) hours of order being placed by the County.

Open text response

Ferguson Enterprises LLC:

Communication will be made with the county to determine items that our local service facility can stock for them. We will ensure multiple delivery options to meet delivery requirements on available items

1.6.2.

Do you accept electronic funds transfer (EFT)?

Yes/No response

- **Yes**
- **No**

Ferguson Enterprises LLC:

- Yes

1.6.3.

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Numeric response

Ferguson Enterprises LLC:

0

1.6.4.

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Open text response

Ferguson Enterprises LLC:

no

1.6.5.

Please submit your total number of employees.

Numeric response

Ferguson Enterprises LLC:

35000

1.6.6. Are you a sole proprietor?

Yes/No response

- **Yes**
- **No**

Ferguson Enterprises LLC:

- No

1.7. References

Group - 1 Questions - 1/1

1.7.1. **References**

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload Mandatory Requirement

Ferguson Enterprises LLC:

VolusiaCountyreferences(456718).pdf

1.8. Definitions

Group - 0 Questions - 0/0

Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, Florida.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Purchase Order: The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

HOLD HARMLESS AGREEMENT

Municipal Salesman

I, Justin Montandon Justin Montandon, (*print owner's name*), am the ~~owner~~ of Ferguson Enterprises LLC / (Ferguson Waterworks) (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or (*the above-named business*) entered into a Contract for Plumbing Supplier (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Municipal Salesman
~~Owner:~~ Justin Montandon *(print name)* Justin Montandon
(signature)

Employee 1: Mark Stokes *(print name)* Mark Stokes
(signature)

Employee 2: Mark Fowler *(print name)* Mark Fowler
(signature)

Employee 3: Chuck Grimstead *(print name)*
(signature)

STATE OF Florida
COUNTY OF Orange

Sworn to and subscribed before me this 7 *day of* June, 2022, *by* Justin Montandon, *who is/~~are~~ personally known to me* ***or*** *who has/have produced* _____ *as identification.*

Notary Public State of Florida
Michael Catalano
My Commission
HH 167240
Exp. 8/19/2025

NOTARY PUBLIC – STATE OF Florida

Type or print name: Michael Catalano

Commission No.: HH167240

Commission Expires: 8-19-2025

(Seal)

SECRETARIAL CERTIFICATE
OF
AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Florida, are doing business as Ferguson Waterworks, and ii) Justin Montandon is in Outside Sales in Florida and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2021, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Justin Montandon as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until January 31, 2023.

Dated: 3/4/2022 **FERGUSON ENTERPRISES, LLC**

By: _____
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia)
)
City of Newport News)

Sworn to subscribed and acknowledged before me this 4th day of March, 2022, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

_____
Notary – Casey Mehlhoff

My commission expires: July 31, 2022

2022 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 15, 2022
Secretary of State
1392683938CC

DOCUMENT# M19000003601

Entity Name: FERGUSON ENTERPRISES, LLC

Current Principal Place of Business:

12500 JEFFERSON AVE.
NEWPORT NEWS, VA 23602

Current Mailing Address:

12500 JEFFERSON AVE.
NEWPORT NEWS, VA 23602 US

FEI Number: 54-1211771

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR, DIRECTOR, CFO
Name	BRUNDAGE, WILLIAM S
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	MGR, DIRECTOR, PRESIDENT, CEO
Name	MURPHY, KEVIN M
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	ASST. TREASURER
Name	CROWDER , BRENDA L.
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	ASSISTANT SECRETARY
Name	GALLO, ERIC A.
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	MGR, DIRECTOR, COO
Name	HUTCHERSON, ALEX B
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	MGR, DIRECTOR, SENIOR VICE PRESIDENT, SECRETARY
Name	GRAHAM, IAN T
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	ASSISTANT SECRETARY
Name	COOPER , JAMES L.
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	ASSISTANT SECRETARY
Name	RICE, WESLEY E.
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WILLIAM S BRUNDAGE — DIRECTOR, BY KAYLA BLACKWELL, ATTORNEY-IN-FACT — 04/15/2022

Electronic Signature of Signing Authorized Person(s) Detail — Date

Authorized Person(s) Detail Continued :

Title	ASSISTANT SECRETARY
Name	YUTESLER, JULIE A.
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	VP TAX
Name	DUBOIS, REBECCA S
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	ASST. SECRETARY
Name	ADCOX, STEVEN R
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

Title	VP, TREASURER
Name	MCELHANNON, SHAUN
Address	12500 JEFFERSON AVE.
City-State-Zip:	NEWPORT NEWS VA 23602

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

Account #: 199112260004 Expires: September 30, 2022
Business Location: 840 JIMMY ANN DR

Business Name: FERGUSON ENTERPRISES LLC
Owner Name: FERGUSON ENTERPRISES LLC
Mailing Address ATTN: TAX-BAL
PO BOX 2778
NEWPORT NEWS, VA 23609

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Retail / Wholesale Sales		482	5	$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID:	09/09/2021
RECEIPT #:	449714
TOTAL TAX:	$30.00
PENALTY:	$0.00
TOTAL PAID:	$30.00

Business Name: FERGUSON ENTERPRISES LLC
Owner Name: FERGUSON ENTERPRISES LLC
Mailing Address ATTN: TAX-BAL
PO BOX 2778
NEWPORT NEWS, VA 23609

Account #: 199112260004 Expires: September 30, 2022
Business Location: 840 JIMMY ANN DR

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.

DocuSign Envelope ID: 13272D16-D0F8-4492-96FC-17ABD5B8DFEC

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.
FERGUSON US HOLDINGS, INC.

2 Business name/disregarded entity name, if different from above
FERGUSON ENTERPRISES, LLC (FEIN 54-1211771)

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) 5

Exemption from FATCA reporting code (if any) E

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
12500 JEFFERSON AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
NEWPORT NEWS, VA 23602

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	4	–	1	4	7	3	3	3	8

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 ▶ DocuSigned by: [signature] 17AAC58621A54F5... Date ▶ January 12, 2021 | 2:43 PM EST

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.*

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names and Disregarded Entities

Entity Name
ACF Environmental
Action Automation, a Wolseley Industrial Group company
Action Plumbing Supply
Action Supply Co.
ADL
Alaska Pipe & Supply
Andrews Lighting & Hardware Gallery
The Ar-Jay Center
BAC Appliance Center
Bath + Beyond
Blackman Plumbing Supply
Brock-McVey
Bruce-Rogers Company
Cal-Steam
Capital Distributing
City Lights Design Showroom
CFP
Clarksville Lighting & Appliance
Cline Contract Sales
Columbia Pipe & Supply LLC
Custom Lighting & Hardware
Davies Water
Dealernet
Duhig Stainless
Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath & Kitchen Gallery
Ferguson Bath, Kitchen & Lighting Gallery
Ferguson Enterprises of Virginia, LLC
Ferguson.com
Ferguson Direct
Ferguson Facilities Supply (FEI)
Ferguson Heating & Cooling
Ferguson Hospitality Sales
Ferguson HVAC
Ferguson HVAC – Air Cold
Ferguson HVAC – EastWest Air
Ferguson HVAC – Lyon Conklin
Ferguson Integrated Services
Ferguson International
Ferguson Parts & Packaging
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Galleria Bath & Kitchen Showplace

Entity Name
Grand Junction Pipe
Industrial Hub of the Carolinas
Innovative Soil Solutions
J&G Products
J.D. Daddario Company
Joseph G. Pollard Co.
Karl's Appliances
Kitchen Art
Lighting Design Center
Lighting Unlimited
Lincoln Products
Linwood Pipe and Supply
Louisiana Utilities Supply Company
LUSCO
McFarland Supply
Michigan Meter
Mission Valley Pipe
Mississippi Utility Supply Co. (MUSCO)
Old Dominion Supply
PL Sourcing
Plumb Source
Plumbing Décor
Pollardwater
Powell Pipe & Supply Co.
Professional's Bath Source
PV Sullivan Supply
Ramapo Wholesalers
Rencor Controls
Robertson Supply
Renwes Sales
Reese Kitchen, Bath & Lighting Gallery
S.W. Anderson
SG Supply Co.
SOS Sales
Tarpon Wholesale Supplies
The Plumbing Source
The Stock Market
TPW Kitchen & Bath
Wallwork
Waterworks Industries
Webb Distributors
Westfield Lighting
Wolseley Financial Services
Wolseley Industrial Group
WPCC Forwarding
Wright Plumbing Supply
Updated 1/14/2021

BOA - Atlanta - 100286
FERG# (Main branch number)
PO Box 100286
Atlanta, GA 30384-0286

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main Branch Number)
Lockbox # 100286
6000 Feldwood Road
College Park, GA 30349

BOA - Boston - 417592
FERG# (Main branch number)
PO Box 417592
Boston, MA 02241-7592

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main Branch Number) LB# 417592
MA5-527-02-07
2 Morrissey Blvd.
Dorchester, MA 02125

BOA- Dallas - 847411
FERG# (Main branch number)
PO Box 847411
Dallas, TX 75284-7411

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 847411
1950 N Stemmons Frwy. Ste. 5010
Dallas, TX 75202

BOA - Los Angeles-740827
FERG# (Main branch number)
PO BOX 740827
Los Angeles, CA 90074-0827

OVERNIGHT - PKGS
Bank of America Lockbox Services
FERG# (Main branch number)
Lockbox # 740827
2706 Media Center Drive
Los Angeles, CA 90065

PNC - Chicago - 802817 Midwest
FERG# (Main branch number)
PO Box 802817
Chicago, IL 60680-2817

OVERNIGHT - PKGS
PNC Bank Lockbox Services
FERG# (Main branch number)
Lockbox 802817
350 East Devon Avenue
Itasca, IL 60143

PNC - Pittsburgh - 644054
FERG# (Main branch number)
PO Box 644054
Pittsburgh, PA 15264-4054

Overnight Address
PNC Bank Lockbox Services
FERG# (Main branch number) LB# 644054
Firstside Center
500 First Avenue
Pittsburgh, PA 15219

To Whom It May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for income tax purposes requires the corporate income tax from the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSI). As a result of this change all federal documents, like W-9's and 1099s etc., are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc (WII) was Fergusons parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that shows Ferguson as the company on line 1 with the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at jennifer.pabon@ferguson.com or 757-223-6893.

Regards,

Jennifer Pabon

Jennifer Pabon
Indirect Tax Manager
Ferguson Enterprises LLC

FERGUSON

12500 Jefferson Avenue
Newport News, VA 23602
Phone (757) 874-7795

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

026530.818042.192951.21554 1 MB 0.428 699

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026530

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT, EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

Use for payments

0423488685

Letter Number: LTR3064C
Letter Date : 2019-06-06
Tax Period : 000000

BODCD-LM

541211771

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

INTERNAL REVENUE SERVICE

OGDEN UT 84201-0046

541211771 XF FERG 00 2 000000 670 00000000000

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026530

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,

Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026530

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

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If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

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When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,

Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter

REFERENCES

Agency #1	City of St. Cloud
Address	1300 9th Street
City, State, ZIP	St. Cloud , Fl 34769
Contact Person	Larry Cassidy
E-mail	Lcassidy@stcloud.org Phone: 407-908-0237
Date(s) of Service	2020-2025
Type of Service	Pipes Valves and Fittings similar in nature to the ones requested on this Solicitation
Comments:	Longterm customer of over 20 years. Additional information available.
Agency #2	City of Orlando
Address	400 South Orange Avenue
City, State, ZIP	Orlando, Fl 32801
Contact Person	Angela L. Thomas
E-mail	angela.thomas@orlando.gov Phone: 407-246-2563
Date(s) of Service	2018-2022
Type of Service	Provided Pipes valves and fittings similar in nature to the ones on this contract.
Comments:	Longterm customer of over 20 years. Additional information is available
Agency #3	Seminole County
Address	3300 Dike Road
City, State, ZIP	Winter Park, Fl 32792
Contact Person	Renee Roy
E-mail	nroy@seminolecountyfl.gov Phone: 407-665-2729
Date(s) of Service	2020-2025
Type of Service	Pipes valves and Fittings similar in nature to the ones on this contract
Comments:	Longterm customer of over 18 years. Additional information is available

2. Pricing Sheet

5 (1 Mandatory Requirement) - 5/5

2.1. Price

Price Mandatory Requirement

Ferguson Enterprises LLC:

- $ 3556.64

PRICE SHEET INSTRUCTIONS

Sample Products Price Sheet, Section 2.2 - Bidders shall fill out the representative samples of plumbing products listed in Section 2.2. This information will be utilized as a basis for price comparison of like items between Bidders. While Bidders are not required to bid on every item listed, substitute Manufacturers will not be accepted due to standardization of parts throughout the County. Bidders shall provide the current list/catalog prices currently being offered to the general public and provide the percent discount extended the County. The percent discount shall be entered on the price sheet as a decimal not a percent, for example .05 instead of 5%.

Fixed Percent Discount, Section 2.3 - Bidders may bid a fixed discount percent. Bidders shall input discount as a percent (%). All discounts provided shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement.

Percent Discount by Manufacturer, Section 2.4 -Bidders may bid a discount by Manufacturer, and may be variable discount by Manufacturer. If the variable discount is offered, please provide an explanation of how the discounts will be applied. All discounts provided shall be applied to the Contractor's list/catalog prices currently being offered to the general public. The percentage discounts offered shall remain firm for the term of the Agreement. Bidders shall input discount as a percent (%). If additional lines are required for listing manufacturers and the corresponding discounts, please fill-out response in Section 2.5 - Additional Manufacturers (as needed).

Section 2.5 Additional Manufacturers (as needed) Percent Discount by Manufacturer
This section is provided for Bidders to list additional Manufacturers and discounts as needed. If the variable discount is offered, please provide an explaination of how the discounts will be applied. All discounts shall be applied to prices that would be paid by the general public and percentages shall remain firm for the term of Agreement. Bidders shall input discount as a percent (%).

2.2. Sample Products Price Sheet

Product list - 25 rows

Ferguson Enterprises LLC:

2.3. Fixed Percent (%) Discount

Product list - 1 rows

Ferguson Enterprises LLC:

2.4. Percent (%) Discount by Manufacturer

Product list - 25 rows

Ferguson Enterprises LLC:

2.5. Additional Manufacturers (as needed) - Percent (%) Discount by Manufacturer

Product list - 50 rows

Ferguson Enterprises LLC:

DO NOT USE. Bidders shall use product list #2.5 Additional Manufacturers (as needed).

~~**Section 2.5 Additional Manufacturers (as needed).** This section is provided for Bidders to list additional Manufactures and discounts as needed. If the variable discount is offered, please provide an explanation of how the discounts will be applied. All discounts shall be applied to prices that would be paid by the general public.~~

1.

Ferguson Enterprises

Sample Product Price Sheet, 22-B-95MC

Description	Current Retail Price	Percent Discount - MUST BE ENTERED AS DECIMAL NOT A % (ex .05 not 5%)	Total
Delta 400 Kitchen Faucet	$197.85	0.40	$118.71
Delta 501 Lavatory Faucet	$162.40	0.40	$97.44
Delta 2171 Bar Sink	$169.05	0.38	$104.81
Brasscraft #CR19 Angle Stop (5-pack)	$34.45	0.10	$31.01
3/4" Fullport Ball-Valve	$44.18	0.50	$22.09
50 gallon/ 220 volt water heater	$572.93	0.20	$458.34
3/4" CPVC - 20 ft.	$74.40	0.80	$14.88
3/4" Type L Copper Pipe - 20 ft.	$160.00	0.27	$116.80
3/4" Schd. 40 PVC Pipe - 20 ft.	$39.34	0.55	$17.70
2" Schd. 40 PVC pipe - 20 ft.	$127.30	0.55	$57.29
Elongated toilet seat, open front - Less Cover (Box of 6)	$208.68	0.40	$125.21
Sloan A-36-A Repair Kit	$34.70	0.40	$20.82
Sloan B-50 Handle Repair Kit	$5.40	0.40	$3.24
Sloan V-551 Vacuum Breaker	$4.90	0.40	$2.94
Sloan 110YB Flushometer	$238.00	0.40	$142.80
Fluid Master Pro 45B Ballcocks	$45.00	0.20	$36.00
Korky Red #2001 Flappers	$6.30	0.35	$4.10
Coast Flappers	$16.42	0.45	$9.03
PVC Glue - 1 gallon	$56.33	0.67	$18.59
PVC Cleaner - 1 gallon	$84.00	0.67	$27.72
1 1/2" PVC Master Trap	$3.67	0.60	$1.47
Elkay EZ8 water cooler	$1,186.00	0.60	$474.40
Liberty 1hp PRG-Series pump	$1,706.00	0.20	$1,364.80
American Standard 2 piece Commercial Cadet series toilet	$418.00	0.53	$196.46
Woodford 3/4" Chrome hosebib	$100.00	0.10	$90.00
			$3,556.64

Ferguson Enterprises
Percent Discount Price Sheets, 22-B-95MC

Fixed % Discount	
Description	Fixed Percent Discount (to be entered as %)
Fixed % Discount	1

Percent Discount by Manufacturer		
Description	Manufacturer Lists	Percent Discount to be entered as a % (ex. 10%)
Manufacturer % discount	Sloan repair items	40%
Manufacturer % discount	Delta Faucet	40%
Manufacturer % discount	Brass Craft angle stops	50%
Manufacturer % discount	Oatey cement / cleaners	67%
Manufacturer % discount	Liberty	20%
Manufacturer % discount	American Flow Control hydrants	52%
Manufacturer % discount	American Flow Control- valves	32%
Manufacturer % discount	American Flow Control-parts	20%
Manufacturer % discount	US Pipe Fab-Spools	50%
Manufacturer % discount	Tyler Union Fittings (import)	38%
Manufacturer % discount	Ford Brass Couplers Curbs corps etc	51%
Manufacturer % discount	Other Ford Items	45%
Manufacturer % discount	Poly & PVC Pipe	2%
Manufacturer % discount	Neptune Meters	10%
Manufacturer % discount	Meritt- Fittings	62%
Manufacturer % discount	Meritt Nipples	94%
Manufacturer % discount	Pollard Water	0% (Free Freight)
Manufacturer % discount	Proselect Bolt & Gasket Packs	50%
Manufacturer % discount	HDPE risers pipe fittings	10%
Manufacturer % discount	Backflows	30%
Manufacturer % discount	Meter Boxes	20%
Manufacturer % discount	Romac	39%
Manufacturer % discount	Ferguson Storm / Geo Items: DSRP	20%
Manufacturer % discount	TPS Items	30%
Manufacturer % discount	ACIPCO Ductile-DSRP	20%
Manufacturer % discount	ADS	10%
Manufacturer % discount	Oldcastle	10%
Manufacturer % discount	US Foundry	10%
Manufacturer % discount	Hydroguard	5%
Manufacturer % discount	Kupferle	10%
Manufacturer % discount	Max Adapters	10%
Manufacturer % discount	Hydrant / Valve repair parts	20%
Manufacturer % discount	FNW Camlocks	40%
Manufacturer % discount	Fernco Standard couplings	68%
Manufacturer % discount	Fernco Shielded Couplings	20%

Ferguson Enterprises

Percent Discount Price Sheets, 22-B-95MC

Manufacturer % discount	Ferguson Tool offerings-DSRP	5%
Manufacturer % discount	ARI Valves	2%
Manufacturer % discount	Ebaa	50%
Manufacturer % discount	Additional import Restraints	50%
Manufacturer % discount	Valve Boxes	10%
Manufacturer % discount	Additional stock items not included elsewhere- Margin % added to cost	14%
Manufacturer % discount	Additional Non stock items not included elsewhere- Margin % added to cost	19%

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Ferguson Enterprises, LLC (Ferguson Waterworks), 1470 Bobby Lee Point, Sanford, FL 32771, (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 a contract with Volusia County- FL said contract being identified as: Plumbing Supplies, Contract No. 22-B-95MC, (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Plumbing Supplies (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:

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 Ferguson Enterprises LLC (Ferguson Waterworks). The term of said agreement shall be for the period effective date of signature of City Mayor through 08/02/2025 with two (2) subsequent one-year renewal options.

The City of Cocoa intends to utilize said agreement for Fiscal Year's 2023, 2024, 2025 and shall not exceed the budgeted amount, any change orders or future renewals must be approved by City Manager.

a. Insurance Requirements (As Applicable):

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.

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.

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.

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.

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.

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.

a. Any other provisions that will be modified:

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.

b. 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.

c. 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.

d. Notwithstanding any other provision in Exhibit "A" to thecontrary, 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.

e. 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.

f. 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.

VENDOR:

Ferguson Enterprises, LLC (Ferguson Waterworks)
Attn: Justin Montandon
1470 Bobby Lee Point
Sanford, FL 32771
(407) 859-7473
Justin.montandon@ferguson.com

Ferguson Enterprises LLC (Ferguson waterworks)

Entered this _____ day of _____

Justin Montandon / Municipal Sales

(Print Name / Title)

Justin Montandon

(Signature)

8/10/2022

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(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: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

The City of Boynton Beach

PROCUREMENT SERVICES
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

September 9, 2022

Fortiline, Inc.
Jordan.mccall@fortiline.com

RE: **"ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"**
BID #: WH22-048

Contract Period: October 5, 2022 thru October 4, 2023

Dear: Jordan McCall,

At the Commission meeting on September 8, 2022, the BID for **"ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"** was awarded and your company was one of two selected.

A Blanket Purchase Order will be issued to your company on an "As Needed Basis".

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount or cost plus percentage offered on all materials from the manufacturers listed below that is offered by your company. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on. If you do not offer any of the categories, please place a "0%" in the box.

***** You can submit multiple discounts with multiple item categories. It must be stated which discount goes with corresponding category. *****

Category	Discount Percentage Off *	Cost Plus Percentage *
Ductile Iron Pipe, Ductile Iron Fittings and Accessories	TYLER UNION DOMESTIC FBE FITTINGS 20% EBAA pipe restraints 35%	.
Saddles and Full Circle Clamps	Mueller saddles and cir clamps 42.000% JCM SADDLES AND FULL CIR REP CLAMPS 50.000% Cascade CR1-535-12 Wrap Around Repair Band 32.000% Romac DI BODY SADDLES 60% Romac SS FULL CIR REP CLAMPS 40%	.
Hydrants, Hydrant Parts and Accessories	Mueller hydrants 44.000% Mueller hydrant parts 77.000% Kennedy: Kennedy 2"-12" NRS RSGV 45.000% Kennedy 2" - 12" TAPPIG & Kennedy CUTIN RSGVTV 45.000% Kennedy 14" - 24" NRS RSGV 45.000% Kennedy 14"-24" OS&Y 16.000% Kennedy CHECK VALVES 4"-12" 506 CVAKF 15.000% Kennedy SWING CHCK 2"-12" CVA 58.000% Kennedy SWING CHK CVA 58.000% Kennedy CUSHION CHK VALVES CVA CUSHION 28.000% Kennedy INLINE CHCK VALVES 1306 28.000% Kennedy 4"-10" BUTTERFLY VALVE BFVA 10.000% Kennedy COLLISION REP KITS K81CRK&EXT 20.000% Kennedy 2-1//2" - 24" OS&Y 46.000% Kennedy 2-1/1" - 12" OS&Y 25OLB FLG 10.000% Kennedy 3"-24" NRS FLG X FLG 41.000% Kennedy 3" -24" NRS MJ OR OTHER 51.000% Kennedy SWING CHCK VALVES 1126/1126A 41.000% Kennedy WAFER CHK 806 4" - 8" 37.000% Kennedy GROOVED BFV 300# 01G 39.000% Kennedy WAFER BFV 300# O1W 30.000%	.
Gate Valves and Check Valves	Mueller 2-12 gate valves 39.000% Mueller 14-24 gate valves 42.000% Mueller 30-54 gate valves 32.000% Mueller 2-12 check valves 46.500% Mueller 14-24 check valves 46.500%	.
C900 Pipe, C900 Fittings and Ferncos	FERNCO CAT 1 AND 2 74.000% FERNCO CAT3L 70.000% FERNCO CAT3 37.000% FERNCO CAT4E 37.000%	.

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount or cost plus percentage offered from ITEM 1, and the final item price after the discount is applied. **Either percentage discount or cost plus percentage is acceptable, both are not required.** Please state what the percentage discount or cost plus percentage is based on.

Line Item	Description	Part Number *	Current Price *	Discount % from Item 1 *	Cost Plus Percentage from Item *	Final Item Price *
1	6" DIP x 4" DIP Fernco	.	$64.5800	74%	.	$16.7900
2	4" Kennedy Check Valve with Lever	.	$2,590.0000	59%	.	$1,061.9000
3	6" MJ Ductile Iron Elbow / Epoxy Lined and Epoxy Coated	.	$189.0000	20%	.	$151.2000
4	4" x 15" Full Circle Clamp / Range 4.95 - 5.35	.	$449.5200	40%	.	$269.7100
5	54" Bury Hydrant / Red / 5 1/4" MAIN SEAT VALVE / (2) 2 1/2" PORTS (1) 4 1/2" PORT / MECHANICAL JOINT	.	$4,493.4000	44%	.	$2,516.3000

Attachment B - Item 3

Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1.

***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****

Instructions	Discount Percentage Off *	Cost Plus Percentage *
Additional discount(s) or cost plus percentage for all brands, manufacturers, categories offered by your company. This discount or cost plus percentage will be used to purchase any product offered by your company that is not listed on Attachment B - Item 1. ***** You can submit multiple discounts with multiple manufacturers/categories. It must be stated which discount goes with corresponding manufacturer/category. *****	ARI 17.000% Endot HDPE 35.000% DFW GRADE C BOXES AND LIDS 26% Trumbull industries 38% NDS METER BOXES AND LIDS 60.000% NDS CHECK VALVES 40.000% NDS TRUE UNION BALL VALVES 40.000% NDS COMPRESSION FITTINGS 45.000% NDS GATE VALVES 40.000% Raven meter boxes Sigma and iron and polymer lids 35%	*Any item not on the list - 20% plus cost plus freight*

After hours contact and warehouse location

Contact information in the event of an after hours emergency where supplies are needed. Such as a water main break.

Line Item	Description	Information *
1	Contact Name	Jeff Hobbs
2	Contact Phone	561-365-6451
3	Email to place orders	jeff.hobbs@fortiline.com
4	Location of Warehouse (Must be located in Miami-Dade, Broward, Palm Beach, Martin or St. Lucie County)	6759 White Dr Riviera Beach, FL 33407

STANDARD FORM FOR NEW PIGGYBACK CONTRACT

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with Fortiline, Inc., 822 Marys Park Place, Winter Garden, FL 34787 (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 a contract with The City of Boynton Beach - FL said contract being identified as: Annual Supply of Pipe Fittings and Accessories, Contract No. WH22-048**.** (referred to as the "original government contract").

Work assigned under this contract may include, but is not limited to, the following types of projects: Annual Supply of Pipe Fittings and Accessories, (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:

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 Fortiline, Inc. The term of said agreement shall be for the period effective date 10/5/2022, through 10/04/2023 with option to extend for three (3) additional one-year renewals (exercised separately).

The City of Cocoa intends to utilize said agreement for Fiscal Year 2023/ 2024 and shall not exceed the budgeted amount, any change orders to this amount must be approved by City Council.

a. Insurance Requirements (As Applicable):

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.

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.

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.

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.

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.

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.

a. Any other provisions that will be modified:

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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

VENDOR:

Fortiline, Inc
Attn: Jordan McCall
822 Marys Park Place
Winter Garden, FL 34787
(407) 287-7777
Jordan.McCall@fortiline.com

Fortiline Inc.

Entered this _____ day of _____

Rob Cavallaro, General Manager

(Print Name / Title)

Rob Cavallaro

(Signature)

10/25/2022

(Date)

City Council Approval Required

X Yes (Approved by Mayor)

☐ No (Approved by City Manager)

CITY OF COCOA

By: N/A

Date: _____

(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: _____

Date: _____

(Michael C. Blake, Mayor)

Mayor (For purchases exceeding City Manager's purchase order authority).

_____

Attested By: City Clerk

FY22 Central Warehouse Plumbing Supply Purchases by Vendor

Vendor	Total Invoiced FY22
Ferguson [1]	$388,756.00
Core & Main	$545,156.00
Fortiline	$67,472.00
Subtotal	$1,001,384.00

Contingency	10%
Inflation Risk	10%
Total Not to Exceed	$1,200,000.00

1- Amount for Plumbing supplies only; does not include purchases for Neptune water meters

Legislation Details (With Text)

File #:	22-664	**Version:**	1	**Name:**	Increase to Authorized Amount to Cintas for Uniform Rentals and Other Services
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/2/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Approve an increase to the authorization previously provided to the City Manager to issue Purchase Orders to Cintas for uniform services under existing piggyback agreement PGB-R-BB-19002. Authorize the City Manager to issue purchase orders, add new services as needed, and execute contract amendments, maintenance agreements or renewals. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FULLY EXECUTED_Standard Form for New Piggyback_CINTAS_Contract No. R-BB-19002.pdf PWCS Contract_R-BB-19002.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	November 1, 2022
Agenda Date:	November 29, 2022
Prepared By:	Brian Dale, Purchase & Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Approve an increase to the authorization previously provided to the City Manager to issue Purchase Orders to Cintas for uniform services under existing piggyback agreement PGB-R-BB-19002. Authorize the City Manager to issue purchase orders, add new services as needed, and execute contract amendments, maintenance agreements or renewals.

BACKGROUND:
On July 8, 2020 City Council authorized participation in a piggyback agreement with Cintas according to the Prince William County Public Schools, Contract No. R-BB-19002. Cintas offers under this agreement the following services: uniforms, mats, mops, cleaning and restroom supplies, first aid and safety products, fire extinguishers and testing, and safety courses.

Since inception of the agreement with Cintas, City departments have been receiving weekly deliveries of laundered uniforms for much of their operational and field services staff. The annual budgets which were provided with agenda item 20-370 need to be modified to account for pricing adjustments, increases to original estimates for staffing requiring uniforms, and increases to the types of service provided under the contract. A revised annual budget is shown in the budgetary impact section of this agenda item.

In addition to providing uniforms, City Staff would like to utilize the contract to access additional services that Cintas offers as part of the agreement including:

- Monthly maintenance of six (6) eyewash stations located at the Dyal and Wewahootie Water Treatment Facilities

- Restocking of first aid and safety supplies
- Additional services as needed

The City Manager or delegated department manager is authorized to approve modifications to the level of service provided for within the Cintas agreement, i.e. changes to quantities and/or sizes of uniform rentals but must remain within the overall total annual cost authorization for each fiscal year.

The agreement with Cintas will remain active through October 31, 2023 and has the option to renew for two (2) additional two (2) year periods with a final expiration date of October 31, 2027.

STRATEGIC PLAN CONNECTION:
N/A

BUDGETARY IMPACT:

Budgeted Yes
If not budgeted, is amendment/transfer attached? FYs 2024-2027 subject to adoption

Amount Requested: FY 2023-2027: $117,725

Location	Account	Prior Approval	Revised Amt.	Notes
Streets	001-3510-541-52-00	$1,032.72	$2,100.00	Uniform Rental
Grounds	001-3520-572-52-00	$2,065.44	$4,200.00	Uniform Rental
Fleet	001-3540-519-52-00	$1,032.72	$3,600.00	Uniform Rental
Facilities	001-3560-519-52-00	$1,549.08	$3,200.00	Uniform Rental
Stormwater	423-3570-538-52-00	$1,032.72	$2,000.00	Uniform Rental
Public Works		**$6,712.68**	**$15,100.00**	
W/S Field Svcs	421-1515-536-52-00	$4,999.25	$13,420.00	Uniform Rental
WT - Admin	421-4010-536-52-00	$0.00	$2,454.00	Uniform Rental
Dyal	421-4020-536-52-00	$14,547.52	$20,800.00	Uniform Rental
Dyal	421-4020-536-52-00	$0.00	$7,516.80	Maintenance Eyewash Stations (6) units @$104.40 per unit
Dyal	421-4020-536-52-00	$0.00	$1,500.00	Refill supplies for First Aid Cabinets
Water Field Ops	421-4025-536-52-00	$18,743.92	$22,802.00	Uniform Rental
W/S Water Recl	421-4120-536-52-00	$6,994.00	$9,275.10	Uniform Rental
Sewer Field Ops	421-4125-536-52-00	$5,595.20	$8,502.00	Uniform Rental
	421-5055-536-52-00	$4,196.40	$0.00	Uniform Rental
Utilities		**$55,076.29**	**$86,269.90**	
Warehouse	**421-1506-536-52-00**	**$1,000.00**	**$1,000.00**	Uniform Rental
Contingency	**15%**	**$9,418.35**	**$15,355.49**	Allowance for pricing increase, staffing increases, uniform loss
Total		**$72,207.32**	**$117,725.39**	

PREVIOUS ACTION:

On July 8, 2020 City Council Approved the City to enter into a Cooperative Purchasing Agreement between Prince William County Public Schools and Cintas, Contract No. R-BB-19002 for uniform rentals and laundering services.

RECOMMENDED MOTION:

Approve an increase to the authorization previously provided to the City Manager to issue Purchase Orders to Cintas for uniform services under existing piggyback agreement PGB-R-BB-19002. Authorize the City Manager to issue purchase orders, add on additional services as needed, and execute contract amendments, maintenance agreements or renewals.

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with CINTAS *(insert identity of the vendor)* (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. 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 a contract with Prince William County Public Schools *(identify the government entity),* said contract being identified as: Contract No. R-BB-19002 *(identify the original contract being piggybacked)* (said original contract being referred to as the "original government contract").

2. 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.

3. 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:

a) Time Period ("Term") of the Agreement: *(state NIA if this is not applicable)*

Initial term of contract Dec 13, 2018 through Oct 31, 2023. With option to renew for two(2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

b) Insurance Requirements: *(state NIA if this is not applicable)*

_____

c) Any other provisions that will be modified:

N/A

_____

_____ *(state*

NIA if this is not applicable)

d) 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 accontspayable@cocoafl.org

e) 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.

f) Notwithstanding any other provision in Exhibit "A" to thecontrary, 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.

g) 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 7th day of July

CINTAS Uniform Rental

VENDOR
By: Christopher Dunne
Title: Government Major Account Manage
Date: 8-7-2020

Attested by:
Name: Brian Heid

BRIAN HEID
Notary Public State of Florida
My Comm. Expires 07/12/22
Commission# GG 237811

CITY OF COCOA

By: Matthew Fuhrer, 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: Jake Williams, Mayor
(For purchases in excess of the City Manager's purchase order authority)

Attested By: City Clerk

CITY OF COCOA CORPORATE SEAL FLORIDA

CINTAS

FACILITIES SOLUTIONS AGREEMENT

Location No.___149_____
Contract No._____
Customer No._____
Main Corporate Code → New CC 13218

Date____20 May 2020___

Customer/Participating Agency _____City of Cocoa_____ Phone___321-433-8800_____

Address_____65 Stone Street_____ City____Cocoa_____ State__FL__ Zip_32922_

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
259, 275, 299, 66275	Performance Polo	0.20
935, 205, 271	Cintas Work Shirt "Comfort Shirt" (SS/LS)	0.16
392	Carhartt FR Featherweight Shirt (LS)	0.45
384	Carhartt Tradesmen Shirt	0.25
59935	Cintas Work Shirt "Comfort Shirt" (SS/LS) Enhanced Visibility	0.35
396	Carhartt Rugged Flex Shirt	0.40
270	Cargo Pant	0.28
370	Cargo Short	0.26
344	Carhartt FR Cargo Pant	0.45
73478	Carhartt Featherweight FR Pant	0.49
391	Carhartt FR Coveralls	1.16
910	Cotton Coveralls	0.52
527	Denim Apron	0.35
9632	FR Lab Coat	0.88
378	Carhartt Tradesman Jacket	1.50
74634	Carhartt FR Full Swing QD Jacket	1.50
59970	Enhanced Visibility Jacket	0.85
	Uniform Advantage / Premium Uniform Advantage (FR garments) – per garment, never pay damaged fees	0.04 / 0.10
	Garment Prep Advantage – per garment, never pay make-up	0.03
	Emblem Advantage – shirts/jackets, never pay for emblems	0.02

- This agreement is effective as of this date from __August 1, 2020__ to __July 31, 2025__, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem $__1.00_____ea • Company Emblem $__1.25_____ea
- Customer Emblem $__1.65_____ea • Embroidery $__5.95_____ea
- COD Terms $__n/a_____per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Minimum Charge $___35._____per delivery.
- Make-Up charge $___1.00_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $___0.05_____per garment.
- Seasonal Sleeve Change $___n/a_____per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $___125_____

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of $_____10.00_____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____Covers all City of Cocoa locations_____Rates fixed for initial term_____No initial garment setup fees_____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	844XX	4x6 Floor Mat	Wkly	1	3.19
	843XX	3x5 Floor Mat	Wkly	1	2.58
	840XX	3x10 Floor Mat	Wkly	1	3.80
		20" Microfiber Wet Mop	Wkly	1	1.22
		36" Dry Mop	Wkly	1	1.02
		48" Dry Mop	Wkly	1	1.42

		Wet Mop	Wkly	1	1.22
		Fender Cover	Wkly	1	0.65
		Shop Towel	Wkly	1	0.10

*Indicated bundled items/services

__/__ ☐ ____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ ____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ ____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: ____149 - Daytona_____ Please Sign Name_____

By: _Christopher Dunne_____ Please Print Name _____

Title: ___Government Major Account Manager____ Please Print Title_____

Accepted-GM: _____ Email_____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at https://www.omniapartners.com/publicsector

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars ($35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time (30 days or less), Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.

9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Force Majeure.** Neither Cintas nor Customer will be responsible for any failure or delay in the performance of any obligation required of such party hereunder to the extent caused by acts of God, quarantine restrictions, pandemic, terrorism, weather events, flood, fire, labor disputes, acts or omissions of the other party, or reasonably unforeseeable non-delivery or delays in delivery by any other supplier of goods and services applicable to this Agreement, or other events outside the reasonable control of such party.
14. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
15. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer. will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Flame Resistant Clothing & Hi-Visibility Clothing Rider

Customer bears full responsibility for selecting the flame-resistance clothing and fabrics ("FRC") under this agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO RESPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required

level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled.

VOLUNTARY NATIONAL ACCOUNT PRICING RATE STRUCTURE

ITEM	Item Description	Voluntary National Account / Local Book Rate Schedule	Government Weekly Rental Rate	Percent Discount	LR Rate
271	WOMENS SHIRT POCKETS	$0.56	$0.23	-36%	$ 19.50
278	CARHARTT T-SHIRT	$0.49	$0.39	-14%	$ 19.00
297	Carhartt FR T-shirt	$0.80	$0.64	-20%	$ 85.00
347	CARHARTT FR SHIRT	$0.83	$0.38	-40%	$ 65.00
360	SUSAN CARGO SHORT	$0.53	$0.33	-37%	$ 22.00
365	CATHY CARGO SHORT	$0.53	$0.33	-37%	$ 22.00
366	CARHARTT JEAN STRETCH DENIM	$0.86	$0.59	-31%	$ 49.00
367	CARHARTT FR FTHWT CO	$1.30	$1.15	-13%	$ 185.00
368	SUSAN CARGO PANT	$0.56	$0.35	-37%	$ 29.50
369	CATHY CARGO PANT	$0.56	$0.35	-37%	$ 28.50
333	JEAN CARHARTT WOMENS	$0.88	$0.53	-31%	$ 49.00
336	CARHARTT WORK SHIRT	$0.68	$0.59	-13%	$ 54.00
910	COTTON COVERALL	$0.95	$0.52	-45%	$ 42.00
928	LAPEL COAT	$0.74	$0.40	-46%	$ 34.50
9032	FR LAB COAT	$1.08	$0.90	-17%	$ 75.00
59294	FR SHIRT CARHARTT ANSI3	$1.33	$1.19	-11%	$ 93.00
59912	ENHANCE-VIS COVERALL	$1.41	$1.07	-24%	$ 68.50
59935	VIS COVERCOAT SHIRT	$0.68	$0.43	-37%	$ 34.00
59945	VIS COMFORT PANT	$0.59	$0.50	-15%	$ 29.50
59970	ENHANC-VIS PERMA LINED JACKET	$1.21	$0.68	-29%	$ 52.00
60081	CARHARTT FR BASE LAYER	$1.39	$1.08	-22%	$ 44.00
65418	LIME YELLOW CLASS 3 WORK SHIRTLS	$1.31	$0.80	-39%	$ 58.00
65418	LIME YELLOW CLASS 3 WORK SHIRTSS	$1.16	$0.77	-33%	$ 59.00
66528	WOMENS OXFORD	$0.64	$0.30	-45%	$ 21.50
69528	LIME YELLOW SSCLASS 2 T-SHIRT	$0.88	$0.57	-34%	$ 40.50
69680	LIME YELLOW T-SHIRT - NON-COMPLIANT	$0.37	$0.19	-49%	$ 15.50
74593	CARHARTT PANT STRETCH RIPSTOP	$0.70	$0.63	-10%	$ 59.00
75293	POLY PRO DHMANCE TEE	$0.40	$0.31	-15%	$ 98.00
80308	FR BOMBER JACKET	$1.65	$1.17	-37%	$ 105.00
80309	FR VEST LINER	$1.10	$0.63	-43%	$ 110.00

Product Category	Item Number	Item Description	Voluntary National Account / Local Rate Schedule	Government Weekly Rental Rate	Percent Discount	I R Rate
Blue 20, Gray 35, Red 15, Black 35, Brown 50	B4X4X	4X6 MAT	$3.83	$4.97	-25%	$ 40.80
Blue 20, Gray 35, Red 15, Black 35, Brown 50	B4B0X	4X8 MAT	$4.28	$5.54	-28%	$ 63.00
Blue 20, Gray 35, Red 15, Black 35, Brown 50	B4D0X	4X10 MAT	$5.13	$6.72	-31%	$ 81.00
Granite	1037	4x6 Traffic Mat	$5.20	$7.20	-17%	$ 90.00
Granite	1038	3x10 Traffic Mat	$6.20	$8.13	-12%	$ 135.00
Copper	1031	3x5 Kleenscreen	$5.44	$5.60	-10%	$ 81.00
Onyx	1030	3x5 Kleenscreen	$5.44	$5.60	-10%	$ 81.00
Indigo	1023	3x5 Kleenscreen	$5.44	$5.60	-10%	$ 81.00
Copper	1040	4x5 Kleenscreen	$7.36	$8.62	-10%	$ 117.00
Onyx	1039	4x5 Kleenscreen	$7.36	$8.62	-10%	$ 117.00
Indigo	1024	4x5 Kleenscreen	$7.36	$8.62	-10%	$ 117.00
Copper	1041*	3x10 Kleenscreen	$8.20	$7.45	-10%	$ 90.00
Onyx	1042	3x10 Kleenscreen	$8.20	$7.45	-10%	$ 90.00
Indigo	1025	3x10 Kleenscreen	$8.20	$7.45	-10%	$ 90.00
Spectra Grip Mats	2477	3x5 SCRAPER MAT	$1.72	$2.43	-29%	$ 40.50
	1024	3X5 ACTIVE SCRAPER	$3.91	$5.15	-24%	$ 81.00
	1001	3X5 CONSOLITE MAT	$3.07	$4.11	-25%	$ 72.00
Photo Mats	6407	3x5 Photo Mat (requires log book)	$7.01	$8.30	-16%	$ 112.50
	5483	4x6 Photo Mat (requires log book)	$8.38	$9.20	-13%	$ 162.00
	5489	3x10 Photo Mat (requires log book)	$9.53	$10.70	-12%	$ 202.50
Mops	2570	24" DUST MOP	$1.27	$0.84	-34%	$ 7.20
	1946	24" MOP FRAME	NA	NA	NA	$ 3.00
	2970	36" DUST MOP	$1.65	$1.12	-32%	$ 3.00
	1947	36" MOP FRAME	NA	NA	NA	$ 3.00
	2569	48" DUST MOP	$1.56	$1.20	-30%	$ 3.00
	7149	48" MOP FRAME	NA	NA	NA	$ 3.00
	2570	LARGE WET MOP	$1.28	$1.35	-23%	$ 10.80
	6923	Fiberglass WET MOP HANDLE	NA	NA	NA	$ 5.00
Microfiber	2103	MICROFIBER MOP FRAME (headband & clip)	NA	NA	NA	$ 13.50
	7432	12"X7" MICROFIBER WIPER (BLUE)	$0.23	$0.16	-30%	$ 2.35
	7443	12x12" MICROFIBER WIPER (Orange)	$0.23	$0.16	-30%	$ 2.35
	7717	16" X 16" MICROFIBER WIPER (WHITE)	$0.29	$0.20	-30%	$ 3.10
	6003	MICROFIBER TUBE MOP	$2.79	$2.32	-16%	
Soaps	9206	ANTIBACTERIAL FOAM SOAP REFILL - 800ml	$3.37	$2.32	-31%	$ 22.50
	9207	ANTIBACTERIAL FOAM SOAP REFILL - 1000 ml	NA	NA	NA	
	9302	MOISTURIZING SOAP REFILL - 1000 ml	$2.64	$1.70	-36%	$ 22.50
	9301	BACTERIAL GEL SOAP REFILL (FOOD SVC) - 1	NA	NA	NA	
	9202	INSTANT HAND SANITIZER REFILL - 1000ml	$3.25	$2.70	-16%	$ 27.00
	9203	INSTANT HAND SANITIZER REFILL - 1000 ml	NA	NA	NA	
	7430	SOAP DISPENSER - WHITE	NA	NA	NA	$ 22.50
	9900	AUTO SOAP DISPENSER - WHITE	NA	NA	NA	$ 22.50
Shop Towels	2161	SM SHOP TWL-WHT	$0.51	$0.51	-15%	$ 0.41
	2150	SM SHOP TWL-RED	$0.51	$0.51	-15%	$ 0.41
	2169	SM SHOP TWL-BLUE	$0.51	$0.51	-15%	$ 0.41

Paper	7699	C PULL TOWEL CASE (Qty 8)	$65.71	$42.30	-35%	
	7702	JRT TOILET PAPER CASE (Qty 12)	$78.86	$45.60	-42%	
Linen	2864	BIB APRON - WHITE	$0.33	$0.32	-3%	$ 3.96
	2875	BIB APRON - BLACK	$0.34	$0.32	-5%	$ 3.96
	2861	BIB APRON - RED	$0.33	$0.32	-3%	$ 3.96
	2700	TERRY TOWEL	$0.73	$0.51	-30%	$ 1.97
	2864	STRIPE SHOPE TOWEL	$0.22	$0.17	-23%	$ 1.97
	2700	RIBBED TERRY TOWEL	$0.22	$0.13	-41%	$ 1.97
	2702	BLUE TERRY TOWEL	$0.22	$0.13	-41%	$ 1.97
	2701	STRIPE GLASS TOWEL	$0.20	$0.13	-33%	$ 1.97
	2701	RZ TERRY TOWEL	$0.19	$0.13	-32%	$ 1.97
	2015	SHELL PAD	$0.31	$0.11	-47%	$ 1.75
Air Freshent	6116	MM AIR FRESHENER SVC	$3.85	$2.88	-25%	$ 22.00
	6121	MM AIR FRESHENER FL	NA	NA	NA	
Cleaning Chemicals	7606	2 or 3 BUTTON DISPENSER INSTALL FEE * (ONE TIME CHARGE)	$50.00	$45.00	-10%	
	7619	ROAMER DISPENSER INSTALL FEE (ONE TIME CHARGE)	$25.00	$22.50	-10%	
	7600	WHITE CHEMICAL DISPENSER MAINTENANCE	$4.30	$2.70	-37%	$ 32.40
	7650	HOT SINK CHEMICAL DISPENSER MAINTENAN	$4.30	$2.70	-37%	
	2234	MING CHEMICAL DISPENSER MAINTENANCE	$4.30	$2.70	-37%	
	2271	FC1 - HEAVY DUTY FLOOR CLEANER	$1.45	$1.26	-13%	
	2274	FC2 - DYE BASED FLOOR CLEANER	$1.75	$1.53	-13%	
	2282	FC3 - INDUSTRIAL FLOOR CLEANER DEGREASER	$2.60	$2.52	-03%	
	2272	FC4 - NEUTRAL FLOOR CLEANER	$1.00	$0.72	-28%	
	2256	HVY DTY HOSPITAL CLNR DISINFECT - MOP BU	$1.60	$1.40	-13%	
	2275	GL1 - GLASS & MULTI-SURFACE CLEANER	$2.10	$1.80	-14%	
	2276	- HVY DTY HOSPITAL CLNR/ DISINFECT - BOTT	$3.15	$2.70	-14%	
	2277	- DOOR COUNTERACTANT FABRIC FRESHEN	$6.22	$5.40	-13%	
	7644	FC1 - HEAVY DUTY CLEANER - BOTTLE	$1.45	$1.26	-13%	
	2281	HVY DTY FOAMING DISHWASHER - BOTTLE / H	$1.50	$1.35	-10%	
	2270	SK1 - POT & PAN DETERGENT	$1.40	$1.00	-29%	
	2279	SK2 - THREE COMPARTMENT SINK SANITIZER	$1.40	$1.00	-29%	
	7670	TRIGGER SPRAYER		$ -	NA	$ 4.50
	7674	TRIGGER SPRAYER LABELS	NA	NA	NA	$ 1.80
	7715	QUAT STRIPS	NA	NA	NA	$ 6.25
		* Required for all Chemical Customers				
	Item Number	Item Description	Voluntary National Accounts/ Local Rack Rate Schedule	Government Weekly Rental Rate	Percent Discount	LR Rate
	27071	SG DUAL TP DISP ALL				$ 3.15
	27080	SG DUAL TP DISP STEEL	$0.50	$0.45	-10%	$ 6.50
	27073	SG DUAL TP CVR RED				$ 1.00
	27074	SG DUAL TP CVR WHITE				$ 1.00
	27075	SG DUAL TP CVR ISTBAY				$ 1.00
	27076	SG DUAL TP CVR BLACK				$ 1.00
	27077	SG DUAL TP CVR BLUE				$ 1.00
	27078	SG DUAL TP CVR SAND				$ 1.00
	27079	SG DUAL TP CVR LIME				$ 1.00
	27080	SG DUAL TP CVR ORANG				$ 1.00
	27081	SG DUAL TP ROLL PAPER	$2.45	$1.20	-21%	Bill by Case

27000	SIG ZFOLD DSP ALU				$ 22.50
27010	SIG ZFOLD DSP STEEL	$0.50	$0.45	-10%	$103.50
27002	SIG ZFOLD CVR RED				$ 18.00
27003	SIG ZFOLD CVR WHITE				$ 18.00
27004	SIG ZFOLD CVR STGRY				$ 18.00
27005	SIG ZFOLD CVR BLACK				$ 18.00
27006	SIG ZFOLD CVR BLUE				$ 18.00
27007	SIG ZFOLD CVR SND				$ 18.00
27008	SIG ZFOLD CVR LIME				$ 18.00
27009	SIG ZFOLD CVR ORANGE				$ 18.00
27012	SIG ZFOLD REL PAPER	$38.33	$28.80	-25%	Bill by Case
20005	SIG AUTOPAPR RED ALU	$0.50	$0.45	-10%	$157.50
20006	SIG AUTOPAPR WHT ALU	$0.50	$0.45	-10%	$157.50
20007	SIG AUTOPAPR GRY ALU	$0.50	$0.45	-10%	$157.50
20008	SIG AUTOPAPR BLK ALU	$0.50	$0.45	-10%	$157.50
20009	SIG AUTOPAPR BLU ALU	$0.50	$0.45	-10%	$157.50
20010	SIG AUTOPAPR SND ALU	$0.50	$0.45	-10%	$157.50
20011	SIG AUTOPAPR LME ALU	$0.50	$0.45	-10%	$157.50
20012	SIG AUTOPAPR ORG ALU	$0.50	$0.45	-10%	$157.50
20023	SIG PREMIUM HW TOWEL	$12.05	$8.91	-26%	Bill by the Roll
27097	SIG TRASHCAN DSP ALU	$1.50	$0.90	-40%	$112.50
27107	SIG TRASHCAN DSP STL	$2.50	$1.80	-28%	$270.00
27099	SIG TRASHCAN CVR RED				$ 67.50
27100	SIG TRASHCAN CVR WHT				$ 67.50
27101	SIG TRASHCAN CVR GRY				$ 67.50
27102	SIG TRASHCAN CVR BLK				$ 67.50
27103	SIG TRASHCAN CVR BLU				$ 67.50
27104	SIG TRASHCAN CVR SND				$ 67.50
27105	SIG TRASHCAN CVR LME				$ 67.50
27106	SIG TRASHCAN CVR ORG				$ 67.50
27109	SIG TRASHCAN REL BAG	$20.26	$15.30	-24%	Bill by Case
27013	SIG AIR DSP ALU				$ 38.00
27019	SIG AIR DSP STEEL	$0.50	$0.45	-10%	$ 54.00
27015	SIG AIR CVR RED				$ 38.00
27016	SIG AIR CVR WHITE				$ 38.00
27017	SIG AIR CVR STGRY				$ 38.00
27018	SIG AIR CVR BLACK				$ 38.00
27019	SIG AIR CVR BLUE				$ 38.00
27020	SIG AIR CVR SND				$ 38.00
27021	SIG AIR CVR LIME				$ 38.00
27024	SIG AIR CVR ORANGE				$ 38.00
27026	SIG AIR SVC	$4.25	$3.42	-20%	
27027	SIG AIR REL CLEAN				
27028	SIG AIR REL MANGO				
27029	SIG AIR REL CITRUS				
27030	SIG AIRADV DSP ALU	$0.50	$0.45	-10%	$ 36.00
27040	SIG AIRADV DSP STEEL	$1.00	$0.90	-10%	$ 72.00
27032	SIG AIRADV CVR RED				$ 38.00
27033	SIG AIRADV CVR WHITE				$ 38.00
27034	SIG ARADV CVR STGRY				$ 38.00
27035	SIG ARADV CVR BLACK				$ 38.00
27036	SIG ARADV CVR BLUE				$ 38.00
27037	SIG ARADV CVR SND				$ 38.00
27038	SIG ARADV CVR LIME				$ 38.00
27039	SIG ARADV CVR ORANG				$ 38.00

27026	SIG AIR SVC	$4.25	$3.42	-20%	
27027	SIG AIR RFL CLEAN				
27028	SIG AIR RFL MANGO				
27029	SIG AIR RFL CITRUS				
27045	SIG AUTOSOAP DSP ALU	$0.50	$0.45	-10%	$ 76.50
27045	SIG AUTOSOAP DSP STL	$1.00	$0.80	-10%	$317.00
27047	SIG AUTOSOAP CVR RED				$ 18.00
27048	SIG AUTOSOAP CVR WHT				$ 18.00
27049	SIG AUTOSOAP CVR GRY				$ 18.00
27050	SIG AUTOSOAP CVR BLK				$ 18.00
27051	SIG AUTOSOAP CVR BLU				$ 18.00
27052	SIG AUTOSOAP CVR SND				$ 18.00
27053	SIG AUTOSOAP CVR LIM				$ 18.00
27054	SIG AUTOSOAP CVR ORG				$ 18.00
27069	SIG SOAP SVC	$2.50	$1.98	-21%	Replace
27070	SIG SOAP RFL FOAM				
8071	SIG SANT ALC FM RFL				
8072	SIG SANT SVC	$3.10	$2.79	-10%	
9560	SIG AB SOAP SVC	$3.07	$2.52	-18%	
9561	SIG AB SOAP RFL				
9559	SIG HND SANTZR STAND	$2.25	$2.03	-10%	$775.00
27058	SIG SOAP DSP ALU				$ 27.00
27068	SIG SOAP DSP STEEL	$0.50	$0.45	-10%	$ 76.50
27060	SIG SOAP CVR RED				$ 18.00
27061	SIG SOAP CVR WHITE				$ 18.00
27062	SIG SOAP CVR STGRY				$ 18.00
27063	SIG SOAP CVR BLACK				$ 18.00
27064	SIG SOAP CVR BLUE				$ 18.00
27065	SIG SOAP CVR SND				$ 18.00
27066	SIG SOAP CVR LIME				$ 18.00
27067	SIG SOAP CVR ORANGE				$ 18.00
27069	SIG SOAP SVC	$2.50	$1.98	-21%	Replace
27070	SIG SOAP RFL FOAM				
8071	SIG SANT ALC FM RFL				
8072	SIG SANT SVC	$3.10	$2.79	-10%	
9560	SIG AB SOAP SVC	$3.07	$2.52	-18%	
9561	SIG AB SOAP RFL				
27024	SIG CLNSEAT DSP ALU				$ 27.00
27024	SIG CLNSEAT DSP STL	$0.50	$0.45	-10%	$ 67.50
27026	SIG CLNSEAT CVR RED				$ 18.00
27027	SIG CLNSEAT CVR WHT				$ 18.00
27028	SIG CLNSEAT CVR GRY				$ 18.00
27029	SIG CLNSEAT CVR BLK				$ 18.00
27030	SIG CLNSEAT CVR BLU				$ 18.00
27031	SIG CLNSEAT CVR SND				$ 18.00
27032	SIG CLNSEAT CVR LIME				$ 18.00
27033	SIG CLNSEAT CVR ORG				$ 18.00
27095	SIG CLNSEAT SVC	$3.20	$2.66	-17%	Replace
27098	SIG CLNSEAT RFL				
27110	SIG AUTODRIP DSP ALU				$ 31.50
27120	SIG AUTODRIP DSP STL	$0.50	$0.45	-10%	$ 67.50
27112	SIG AUTODRIP CVR RED				$ 18.00
27113	SIG AUTODRIP CVR WHT				$ 18.00
27114	SIG AUTODRIP CVR GRY				$ 18.00
27115	SIG AUTODRIP CVR BLK				$ 18.00
27116	SIG AUTODRIP CVR BLU				$ 18.00
27117	SIG AUTODRIP CVR SND				$ 18.00
27118	SIG AUTODRIP CVR LIME				$ 18.00
27119	SIG AUTODRIP CVR ORG				$ 18.00
27123	SIG AUTODRIP SVC	$3.72	$3.15	-15%	$ 31.50

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-BB-19002

This Contract entered into this ***13th*** *day* ***December, 2018*** *by,* ***Cintas Corporation No. 2 (or any of its subsidiaries and affiliates) , 6800 Cintas Blvd., Mason OH 45040,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

   3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

4. **CONTRACT ADMINISTRATOR**: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

   Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu

5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).

6. **PAYMENT TERMS**: 2% Discount Net 15, Standard terms are Net 30 days

7. **TERMINATION FOR CONVENIENCE:**

7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.

7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.

7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.

7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.

7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Claio Sackson
Type Name

National Director - Govt Sect
Title

12/19/18
Date

PURCHASING AGENCY:

Authorized Signature

Anthony Crosby, CPPO, CPPB
Type Name

Supervisor of Purchasing
Title

12/21/18
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
b. Contractor's proposal dated August 13, 2018;
c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
d. Contractor's best and Final Offer, dated October 5, 2018;
e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.
h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

Contractor Authorized Signature — 12/19/18 Date

Manager Director - Operations
Title

Anthony Crosby
Supervisor of Purchasing — 12/21/18 Date

Attachment A

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?
   All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description		List Price	USC Pricing
D10	Small Dispenser		$ 370.00	$ 310.00
D16	Medium Dispenser		$ 416.00	$ 345.00
D20	Large Dispenser		$ 462.00	$ 385.00
R110	Return Unit		$ 104.00	$ 90.00
RX	Wall Mounted Unit		$ 93.00	$ 90.00

   The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?
   Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?
   Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is $2.19.

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?
   Yes. Yes

6. Do you work on Halon fire suppression systems?
   Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a 10% discount, per the US Communities contract.

7. What is the price for the training programs you offer?
   The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. **Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?**

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10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?
    Since 2016, Fulling implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?
    Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?
    About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?
    We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?
    Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?
    Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?
    It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?
    Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.
    Minimum stop Charge: $35.00-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least $35.00. Ex: Actual weekly rental is $30.00 for uniforms and mats. Customer is charged $5.00 as the "min stop charge" on top of the $30. To reach a total of $35. We normally suggest product additions to equal a min stop so the customer is paying for products/services.

    Lockers: No charge

    Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- $1.50: The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: $1.50 this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?
Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is $35.00. Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?
No charge

21. Do you offer "tall/Long" sizes?
We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?
Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions.

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?
Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to $1billion in 10 years.

25. Should Brent Schafer be listed as the Executive?

    Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?
    The L/R charge will also be reduced by 10%. See Link below to Cintas full catalog:
    www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?
    Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:
    a. What company will be required to purchase from?

    Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

    This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

    b. No information listed in Schedule A. No pricing, etc.
       See attached excel document with pricing. The addendum was a blank template.

    c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.
       No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:
    d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes?
       The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

    e. Line 65908 – What are normal hours and excess hours?
       Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**
    Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

    Yes, No Charge for these items. Updated document.

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

    Yes, No Charge. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

    Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

    Catalog is online and can be accesses with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

    Yes, Net 30 is standard term. Updated document.

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS

DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	10%-32%	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, 20%-25% off of local pricing structure.
2 Uniform Leasing	10%	
3 Uniform Purchase	10%-50%	
4 Shoe Purchase	10%	
5 Mat/Mop Rental	10%-56%	
6 Mat/Mop Leasing	10%	
7 Mat/Mop Purchase	10%	
8 Restroom Supplies	10%	
9 Restroom Services	10%	
10 Deep Cleaning Services	10%	
11 First Aid/Safety Supplies	10%-60%	Can Vary by product. Minimum savings listed
12 AEDs	10%	
13 Fire Protection Services	10%	
14 Promotional Products	10%	Can Vary by product. Minimum savings listed
15 Miscellaneous	10%	
16 Other	10%	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean

Set Up Charge	Anytime we have to use the truck to clean a customer	**$50 per Service**	
Truck Movement Charge	Anytime we have to move the truck during a service	**$50 per Movement**	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	**$50 per floor**	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	**$200 per hour**	
Spotting Price per Hour	Used if we are asked to spot only during a service	**$200 per hour**	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	**$.75 per mile**	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	**$500 per Stop**	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	**$80 per hour**	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	**25% per invoice**	

Garment Rental

Minimum Order Size	$	35.00
Lockers	$	-
Make Up -Waived on initial installation and for the 1st 30 days of service	$	1.50
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost	
Name Tag	$	1.50
Size Premium (starting at 2XL)	$	1.50

DEEP CLEANING

Service Description	Description	Price	Pricing Detail
		Carpet	
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish	$.90 sq ft	
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish	$.60 sq ft	
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish	$.32 sq ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount	$.29 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount	$.22 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount	$.14 Sq Ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable	$.22 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Portable	$.14 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable	$.09 Sq Ft	
Wool Carpet Cleaning	2 Step - Prespray and Rinse	$.29 Sq Ft	
Carpeted Steps	Cleaning Only	$4.50 per standard step	If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step	$.10 Sq Ft	
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning	$.05 Sq Ft	
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning	$.05 Sq Ft	
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)	$.14 Sq Ft	Any vacuuming required is in addition to the sq ft price
		TILE	
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount	$1.35 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount	$2.50 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Truck Mount	$.75 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount	$1.95 Sq Ft	
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning	$.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal < 2" Tile	$3.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile	$2.70 Sq Ft	
Color Seal (After Cleaning)	Color Seal > 8" Tile	$1.80 Sq Ft	
Kitchen Cleaning	Used anytime we clean a Kitchen. Does not include Sealer	$1.15 Sq Ft	
Standard Tile	5 Step - PARR Process plus Sealer - Portable	$1.10 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Portable	$2.05 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Portable	$.55 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Portable	$1.50 Sq Ft	
Concrete Cleaning	Interior - Truck Mount Only	$.35 Sq Ft	
Concrete Cleaning	Exterior - Truck Mount Only	$.70 Sq Ft	
Set Up Charge	Anytime we have to use the truck to clean a customer	$50 per Service	
Truck Movement Charge	Anytime we have to move the truck during a service	$50 per Movement	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	$50 per floor	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	$200 per hour	
Spotting Price per Hour	Used if we are asked to spot only during a service	$200 per hour	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	$.75 per mile	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	$500 per Stop	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	$80 per hour	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per Invoice	
		Restroom Cleaning	
Restroom Cleaning - Sanis UltraClean	Touchless Restroom Cleaning that sanitizes and removes soils from all surfaces, floors & fixtures	$ .20 Sq Ft	Base Charge - Weekly and Every Other Week $35.00; Monthly $55.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge
1	Cintas	935	EA	Comfort Work Shirts 65/35 Poly Cotton	10%	$ 0.15	$ 0.17	$ 15.00
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 23.00
3	Cintas	66278	EA	High Image Womens Work Shirt 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 23.00
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton	10%	$ 0.16	$ 0.19	$ 18.00
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton	10%	$ 0.20	$ 0.27	$ 22.00
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton	10%	$ 0.25	$ 0.33	$ 27.00
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton	10%	$ 0.24	$ 0.31	$ 27.00
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	10%	$ 0.13	$ 0.17	$ 17.00
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	10%	$ 0.19	$ 0.25	$ 18.00
10	Cintas	340	EA	Cotton Work Pants 100% Cotton	10%	$ 0.25	$ 0.34	$ 23.50
11	Cintas	394	EA	Jean Pant 100% Cotton	10%	$ 0.21	$ 0.29	$ 20.00
12	Cintas	82670	EA	Chef Coat 65/35 Poly Cotton	10%	$ 0.18	$ 0.24	$ 23.00
13	Cintas	71125	EA	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton	10%	$ 0.25	$ 0.32	$ 26.00
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	10%	$ 0.12	$ 0.17	$ 13.50
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton	10%	$ 0.19	$ 0.25	$ 22.00
16	Cintas	275	EA	High Image Perfomance Polo Shirt 100% Microfiber Poly	10%	$ 0.25	$ 0.34	$ 28.00
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly	10%	$ 0.25	$ 0.34	$ 28.00
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)	10%	$ 0.20	$ 0.27	$ 21.00
19	Cintas	395	EA	Womens Fit Comfort Work Pant	10%	$ 0.20	$ 0.27	$ 21.00
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	10%	$ 0.17	$ 0.23	$ 20.00
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly	10%	$ 0.13	$ 0.17	$ 16.00
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly Cotton	10%	$ 0.30	$ 0.40	$ 31.00
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton	10%	$ 0.26	$ 0.35	$ 45.00
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 30.00
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton	10%	$ 0.18	$ 0.24	$ 25.00
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	$ 0.19	$ 0.25	$ 24.00
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton	10%	$ 0.25	$ 0.33	$ 25.00
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton	10%	$ 0.28	$ 0.37	$ 27.00
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton	10%	$ 0.28	$ 0.37	$ 30.00
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton	10%	$ 0.32	$ 0.42	$ 25.00
31	Carhartt	280	EA	Flame Resistant Jean	10%	N/A	$ 0.55	$ 49.00
32	Carhartt	290	EA	Flame Resistant Carpenter Jean	10%	N/A	$ 0.55	$ 49.00
33	Carhartt	294	EA	Flame Resistant Work Shirt	10%	N/A	$ 0.42	$ 49.00
34	Carhartt	371	EA	Flame Resistant Work Pant	10%	N/A	$ 0.42	$ 44.00
35	Carhartt	391	EA	Flame Resistant Coverall	10%	N/A	$ 0.88	$ 84.00
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL	10%	$ 0.33	$ 0.44	$ 25.00
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size	10%	$ 0.31	$ 0.41	$ 14.00
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL	10%	$ 0.33	$ 0.44	$ 25.00
41	Cintas	10196	EA	3x5 Traffic Mat	10%	N/A	$ 2.00	$ 46.00
42	Cintas	1801	EA	2x3 Spring Mat	10%	N/A	$ 1.50	$ 52.00
43	Cintas	1802	EA	3x5 Spring Mat	10%	N/A	$ 2.25	$ 65.00
44	Cintas	84302	EA	3x5 Safety Mat	10%	N/A	$ 3.25	$ 65.00
45	Cintas	84301	EA	3x5 Logo Mat	10%	N/A	$ 2.40	$ 88.00
46	Cintas	6913	EA	24 oz Synth Wet Mop	10%	N/A	$ 1.50	$ 15.00
47	Cintas	9582	EA	Pulse Mop	10%	N/A	$ 1.75	$ 110.00
48	Cintas	9581	EA	Dual Chamber Mop Bucket	10%	N/A	$ 2.50	$ 125.00
49	Cintas	7116	EA	12" Microfiber Mop Head	10%	N/A	$ 0.18	$ 5.00
50	Cintas	7001	EA	36" Microfiber Mop Head	10%	N/A	$ 0.45	$ 12.00
51	Cintas	7245	EA	Microfiber Mop Handle	10%	N/A	$ 0.80	$ 10.00

Nationwide Usage					Proposed Price/Equipment				
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Catagory)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (If different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	30%	$15.99	$17.59		
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton	10%	$26.99	$29.69		
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton	10%	$26.99	$29.69		
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton	36%	$17.99	$19.79		
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton	36%	$17.99	$19.79		
6	Cintas	270	EA	Comfort WorkCargo Pant 65/35 Poly/Cotton	24%	$24.99	$27.49		
7	Cintas	370	EA	Comfort WorkCargo Short 65/35 Poly/Cotton	29%	$19.99	$21.99		
8	Cintas	205	EA	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cot	10%	$21.59	$23.75		
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	39%	$19.99	$21.99		
10	Cintas	340	EA	Cotton Work Pant 100% Cotton	33%	$21.99	$24.19		
11	Cintas	394	EA	Jean Pant 100% Cotton	10%	$25.19	$27.71		
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only	10%	$29.69	$32.66	65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant W/Drawstring 65/35 Poly/Cotton	36%	$17.99	$19.79	36550	Baggy Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)	10%	$20.69	$22.76		
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton	36%	$17.99	$19.79		
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	$29.69	$32.66		
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro	10%	$29.69	$32.66		
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim	36%	$17.99	$19.79		
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton	36%	$17.99	$19.79		
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	29%	$19.99	$21.99		
21	Cintas	268	EA	Pro-Knit Polo Shirts 100% Poly	10%	$16.19	$17.81		
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton	35%	$27.99	$30.79		
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton	12%	$59.99	$65.99		
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton	32%	$25.99	$28.59		
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only	35%	$14.99	$16.49	59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	$25.19	$27.71		
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only	10%	$27.89	$30.68	332	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only	10%	$38.69	$42.56	74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100%Cotton Rental Only	10%	$43.19	$47.51	74308	Carhartt Carpenter Jeans 100%Cotton Direct Dale
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only	10%	$47.69	$52.46	74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only	10%	$74.69	$82.16	63869	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only	10%	$70.19	$77.21	70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only	10%	$65.69	$72.26	60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only	10%	$47.69	$52.46	70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only	10%	$110.69	$121.76	8723	Tecasafe Plus FR Coverall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL	10%	$20.69	$22.76	65493	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL	10%	$35.99	$39.59	106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size	50%	$4.99	$5.49	82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL	10%	$35.99	$39.59	106943	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Beret)	44%	$4.99	$5.49		
41	Happy Chef	100445	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	30%	$6.99	$7.69		

Hand & Head Protection Program Options			
Cintas Item Number	**Hand Protection Program**	**Lease/Week**	**LR Rates**
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		$ 55.25
869320350	11" Class 00 Rubber Insulating Gloves - Black		$ 55.25
754910300	ARC Guard FR Knit Glove		$ 21.75
869380000	10" Leather Protectors		$ 21.00
601960600	Canvas Glove Bag		$ 21.00
	Hand Protection Weekly Cost	$ 8.07	
	Head Protection Program		
601940000	Clear Safety Glass		$ 4.00
745030300	12cal PureView Faceshiled		$ 105.00
745010000	MSA Slotted Hard Hat - White		$ 21.00
823370200	12cal Balaclava - NAVY		$ 17.00
744370260	Electric Gear Bag		$ 30.00
	Head Protection Weekly Cost	$ 3.93	
	Total Progam Weekly Cost	**$ 12.00**	

Available Glove Sizes 8-12

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SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100	-59.354	$8.63
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets	-70.913	$3.95
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2	-52.026	$11.25
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks	-57.794	$8.48
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs	-61.797	$3.13
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets	-63.703	$4.45
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets	-43.260	$7.45
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets	-76.419	$2.95
9	CINTAS	112039	COLD RELIEF	BOX	40 packets	-66.441	$7.45
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes	-49.924	$6.60
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets	-68.944	$6.00
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets	-65.093	$13.28
13	CINTAS	150110	TWEEZERS, METAL	PAC	3 tweezers	-59.780	$3.48
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets	-79.193	$1.63
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles	-55.874	$7.48
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs	-38.430	$8.28
17	CINTAS	102435	LIPAID SMALL	BAG	10 packets	-73.490	$1.98
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets	-67.697	$4.03
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets	-61.153	$5.63
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages	-60.032	$5.00
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets	-61.043	$9.23
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets	-79.664	$2.30
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages	-52.885	$4.90
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages	-62.848	$3.88
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets	-74.674	$3.50
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials	-65.585	$3.50
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets	-71.360	$4.15
28	CINTAS	112029	COLD RELIEF	BAG	25 packets	-69.365	$4.20
29	CINTAS	44429	LARGE PATCH 2"X3",	BOX	15 bandages	-66.848	$3.65

Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
	Services:				
SC	Minimum Order Size per stop	Per stop.	ea	$55.00	$45.00
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea	$10.00	$5.25
	Unit Test, Recharge and Repair Parts:				
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$30.00
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea	$40.00	$31.00
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea	$33.00	$43.00
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea	$70.00	$68.00
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$28.00
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	$40.00	$33.00
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	$33.00	$35.00
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	$60.00	$37.00
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	$30.00	$28.00
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	$40.00	$33.00
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	$33.00	$35.00
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	$60.00	$37.00
EEPIN	Pull Pin	Per unit.	ea	$3.25	$2.75
	New Extinguishers:				
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$65.00	$59.00
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$88.00	$83.00
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$42.00	$42.00
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	$195.00	$195.00
	Emergency Light Parts and Services:				
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea	$10.00	$4.35
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea	$18.00	$12.00
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	$29.00	$29.00
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	$37.50	$37.50
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	$39.00	$39.00
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	$45.00	$45.00
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	$9.00	$8.00
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	$9.00	$8.00

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Item	Description	Comment	Qty	US Price	California Price	USC Pricing	% Savings from US Price
	Inspection & Parts						
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	$125.00	$125.00	$105.00	16.00%
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea	$95.00	$95.00	$85.00	10.53%
EELINK	Fusable Link	Per unit.	ea	$12.00	$15.00	$9.80	18.33%

Item	Description	Comment	Qty	California Price	USC Price
		Inspection & Parts			
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea	$295.00	$265.00
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea	$150.00	$105.00
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea	$175.00	$185.00
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea	$325.00	$275.00
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea	$135.00	$110.00

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Item	Description	Comment	Qty	California Price	USC Pricing
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea	$300.00	$235.00
INFAID	Devices Per Device (somke det. bell, horn, strobe, pull station)	Per device.	ea	$10.00	$8.50
INFADD	Duct Detectors	Per unit.	ea	$35.00	$28.50

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FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea	$150.00	$105.00
Labor - Overtime	ea	$200.00	$157.50
Labor - Weekend/Holiday	ea	$300.00	$210.00
Emergency Service Call	ea	$350.00	$275.00

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	$ 686.48	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	$ 808.52	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	$ 401.72	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	$ 503.42	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	$ 457.65	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	$ 101.70	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT	7	Hours	2	Years	AHA	min 8	$ 76.28	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	$ 50.85	Per Person
650018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	$ 50.85	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	$ 55.94	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	$ 457.65	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	$ 533.93	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	$ 198.32	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	$ 40.68	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	$ 39.66	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	$ 41.70	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	$ 27.46	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	$ 35.60	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	$ 22.37	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	$ 35.60	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	$ 401.72	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	$ 76.28	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	$ 35.60	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	$ 503.42	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	$ 25.43	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	$ 401.72	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	$ 401.72	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	$ 401.72	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	$ 355.95	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	$ 300.02	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	$ 708.18	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	$ 300.02	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	$ 788.18	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	$ 35.60	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	$ 483.08	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	$ 401.72	Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		$ -	
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		$ 50.85	Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		$ 101.70	Per Class

Legislation Details (With Text)

File #:	22-631	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/13/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Consider the Appointment of Nicholas Boardman to Fill a Regular Member Position on the Code Enforcement Board, through June, 2024. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board Application.pdf Code Enforcement Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 13, 2022
Agenda Date: November 29, 2022
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the Appointment of Nicholas Boardman to Fill a Regular Member Position on the Code Enforcement Board, through June, 2024

BACKGROUND:

Nicholas Boardman is the owner of the Bonsai Motel in Rockledge but has expressed an interest in serving on the City's Code Enforcement Board. He is a current, active community member where he resides and is currently serves on several homeowners' association boards. He would like to apply his experience and offer his time and skills to the City of Cocoa. He is an Aerospace Engineer and also has a strong background in human resources. As mentioned above, he would be eligible to serve per Article III, Sec. 2-58(d) of the City's Code. He meets all other qualifications for serving on a board.

The Code Enforcement Board currently has one (1) Regular member vacancy and two (2) Alternate member vacancies. If appointed, Mr. Boardman would fulfill the seat & term recently vacated by Mr. Ed Green, who resigned effective immediately on November 14, 2022. Mr. Boardman's term would be through June, 2024.

A current board roster is attached for Council's review.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Consider the Appointment of Nicholas Boardman to Fill a Regular Member Position on the Code Enforcement Board, through June, 2024

Rockledge

Carie Shealy

From: noreply@civicplus.com
Sent: Wednesday, June 15, 2022 11:38 AM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

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

(Please Print)

First Name	Nicholas
Last Name	Boardman
Application Date	6/15/2022
Address1	26 Park Ave.
City	Rockledge
State	FL
Zip	32955
District	District 2
Home Phone Number	3215030962
Work Phone Number	*Field not completed.*
Cell Phone Number	*Field not completed.*
Other Phone Number	*Field not completed.*
Place of Business	The Bonsai Motel
Title/Position Held	Owner

Date of Birth*	
E-mail Address	nick1039@outlook.com

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

(Section Break)

Various City Boards/Committees Available	Affordable Housing Advisory Committee, Code Enforcement/Drug Related Public Nuisance Board, Housing Authority, Planning & Zoning Board, Redevelopment Agency (Cocoa), Redevelopment Agency (Diamond Square), Sustainability Advisory Board

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

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

(Section Break)

Interests and Experience

Additional Information May be Attached	City of Cocoa board application.docx
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	Please see attached document for interest in serving on the board. No current prior service for the City of Cocoa.

(Section Break)

State Reporting Requirements

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

Race	Caucasian
Gender	Male
Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Nick Boardman
Date:	6/15/2022
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

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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**
Michael Simpson	12 N. Fiske Blvd. Cocoa, FL 32922 Mikesimps67@yahoo.com	813-494-2671	07/26/2022 Appointed to Regular position 05/24/2022 Appointed as Alternate	2025
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	06/21 Reappointed 01/2021 appointed	2024
George Brown, Jr.	555 W. King Street, 32922-7421	632-6563	06/20 Reappointed 07/17 Reappointed 05/14 Reappointed 05/11 Reappointed 6/08 reappt. 4/05 Reappointed 1983 Appointed	2023
Lloyd Roberts Chairperson	1131 Grove Avenue Cocoa, FL 32922 Roberts.lloyd2@gmail.com	321-684-8449	06/21 Reappointed 07/19 Appointed (Filling unexpired term of Cicerrella)	2024
VACANCY ~~Edward Green~~ Resigned 11/14/2022	~~104 Riverside Dr.~~ ~~Apt. 204~~ ~~Cocoa, FL 32922~~ ~~Edgreen20@gmail.com~~	~~321-617-5554~~	~~06/21 Reappointed~~ ~~08/18 Appointed~~	~~2024~~
Verna Hughes (fulfilling term of Kimberly Curtis)	15 N. Indian River Drive, #304 Cocoa, FL 32922 Vernabrunner@cs.com	626-5000 cell	09/2022 appointed (to fulfill unexpired term of Kimberly Curtis)	2024
David Lightholder	219 Broadview Dr. Cocoa, FL 32922 Dave-jr0@LBCMI.us	636-1354 hm 449-9494 wk 863-4774 cell	06/21 Reappointed 07/18 Reappointed 05/15 Reappointed 03/15 appointed (filled C. Young seat)	2024
1st Alternate **VACANCY**				No expiration
2nd Alternate **VACANCY**				No expiration
LIAISON	Councilman Dyal	474-4924	Updated 05/22	
Counsel: Debra Babb-Nutcher	Brown, Garganese, Weiss & D'Agresta			
RECORDING SECRETARY	Darla Crowl	433-8508		

Legislation Details (With Text)

File #:	22-709	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/18/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion. (City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SOIRL Cost anlysis and impact 11.29.2022.pdf SOIRL Cost anlysis and impact 11.29.2022a.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 18, 2022
Agenda Date: November 29, 2022
Prepared By: Jack Walsh, Utilities Director
Through: Stockton Whitten, City Manager
Requested Action:
To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

BACKGROUND:

This agenda item was previously reviewed by Council on August 9th, July 26th and June 24, 2022 meetings. Portions of the is agenda remain the same and portions have been modified or updated.

Two areas within the City of Cocoa along Indian River Drive have been identified for funding form the Save Our Indian River Lagoon (SOIRL) tax adopted by Brevard County. The areas are known as Area “J” and “K” and consist of a total of ~~92~~ 88 single family homes that can be elgible for reimbursement to remove their septic systems and replace with a city owned gravity sewer system.

The SOIRL study conducted by Tetra Tech identified 5 major areas of pollutents into the Indian River Lagoon;

1. Stormwater runoff
2. Baseflow/septic, leaking sewer, reclaimed water
3. Atmospheric deposition
4. Point sources
5. Muck flux

SOIRL currently has approved an allocation of approximately $6.1M for 88 lots toward the design, construction of a new gravity sewer system to eliminate existing septic systems assuming 100% participation. The final design and plans are complete. The opinion of probable costs was prepared by the Engineer of Record and the costs vary based on the method of construction used by a contractor to install the sewer mains. Current cost estimates place the costs of construction of the new gravity system at $6.6 to $8.2M. This estimate does not inlcude homeowner on site costs.

Cocoa engaged a consultant to prepare a preliminary feasibility study to identify more specifically how many homes could be served, if a gravity or pressure force main system would be required and to understand the geology, and the challenges of construction in this area. Upon completion of a preliminary layout for the sewer, a community meeting was held last year for citizens to ask questions and see the proposed scope of work.

According to Brevard County Natural Resources Department, the project is eligible to fund 88 lots. Council directed the City Manager to petition the SOIRL Citizen Oversight Committee for additional funding. The Oversight Committee made a request to the Brevard County Commission to increase the allocation by $913K for a total funding available of $6,167,373. The request was approved on the October 25, 2022 Commission meeting. The cost for the project using SOIRL funding along with potential grants could potentially cover all costs based on current budgets assuming 100% participation of the 88 lot owners. However, cost over runs could range from $691K to $4.9M depending on the actual connections achieved. Note as the level of participation decreases, the costs to the city or citizens increase. For example, at 70% participation using the worst-case estimate, the city or citizens could be responsible for repaying an estimated $2.3M of reimbursable costs back to Brevard County.

At the community meeting hosted by Staff and our consultant in November 2020, the project was presented as a potential no cost to the homeowners based on information known at the time. Per our current discussion with Brevard County, the costs for the design and construction of the sewer system are reimbursable and the onsite costs of the homeowner are not reimbursable under the SOIRL program but may be eligible under other grants offered by FDEP or SJRWMD. A survey was conducted in conjunction with the community meeting and of the 40 respondents, 22 homeowners or 55% were not supportive of the project if the homeowner was responsible for costs associated with connecting to the sewer system.

Currently, City of Cocoa Code of Ordinances does not require existing homeowners who have functioning septic systems to connect to city sewer system. The following items are presented to outline options available to Council to consider. The financial liabilities associated with this project will need to be addressed and the appropriate actions identified for follow up by staff. To address the requirements to connect or not connect and to address shortfall in funding that is not covered by either the SOIRL funding for infrastructure or a future grant from FDEP/SJRWMD for homeowner costs, the following options are available:

Option 1: Withdraw the sewer infrastructure project and let the homeowners submit and qualify for advanced septic treatment funding from SOIRL

If chosen, withdrawing the Septic to Sewer Conversion project will allow all homeowners within the

current J and K areas to seek reimbursement for septic replacements if the new septic system meets all the advanced treatment requirements outlined in the SOIRL technical report. Brevard County Natural Resources Department will require a letter from the city to withdraw the project. Homeowners would be immediately eligible for to apply to Brevard County for individual septic system replacement dollars. Per the SOIRL website, the maximum reimbursement for advanced septic systems is $18,000 per lot. This option allows the greatest freedom of choice for homeowners but not complete removal of unwanted nutrients to the lagoon.

Option 2: Mandatory Participation. Require all homeowners to connect to the sewer system once completed. Council must determine how cost overruns are funded If cost overruns (if they occur) for public infrastructure are greater than SOIRL funding and any applicable grants, the cost above the available funding will be paid for by:

A) Utilities/Utility Rate Payers or
B) Homeowners

Each homeowner can apply for FDEP or SJRWMD grants through the city as available for additional reimbursements for septic abandonment, new sewer service line, hardscape replacements and potentially impact fee if allowed by the grant.

With mandatory participation, the city can apply for a grant from SJRWMD or FDEP for the short fall from SOIRL. Adopting a specific mandatory connect policy for the homeowners in the affected areas as well as a policy for non-compliance with enforcement actions detailed is needed. The details on enforcement to address homeowners who refuse to comply will need to be identified. The policy must address the costs not covered due to refusal to participate and the costs above allocated funding regardless of the source of funding.

In the above option, the cost overrun funding source for public infrastructure will need to be specifically stipulated as either a city utility responsibility or a homeowner responsibility. Mandatory participation ensures maximum reimbursement from SOIRL funding but may be insufficient. Homeowners can seek grants for new service lines and other related costs. If homeowners are to pay for infrastructure overruns, the estimated costs spread over 88 lots may create a large liability to the homeowners and that liability will vary on a lot-by-lot basis depending on actual costs associated with connecting a lot because of the varying lot characteristics and complexities (e.g., lot size and depth; obstructions such as walls, fences, trees, and accessory structures; location and accessibility of existing septic tank; length of lateral pipe run, etc.) related to installing a new lateral service line and removing the existing septic tank for each particular lot. For example, based on a very preliminary field inspection of the 88 lots, the lots were placed into four, very general groupings to demonstrate the potential range of estimated costs to the homeowners from the lowest group estimate of $24,420 (18 lots) to the highest group estimate of $62,640 (4 lots) (see attached). However, actual homeowner costs could be higher or lower for any particular lot depending on the characteristics and complexities of the lot as mentioned above.

To move forward with this project, homeowners will have to connect to the City's sewer system. As such, the City Council will need to adopt an ordinance requiring a citywide mandatory connection policy addressing lots that have existing septic when city sewer systems are or become available. The areas identified as Area J and Area K from the Brevard County Tetra Tech Report will be required to connect without exception due to the very close proximity of the homes to the lagoon and the environmental harm such as algae blooms and nutrient loading caused by the septic systems per the

Tetra Tech report. Other properties east of US 1 with existing working septic systems, which are not part of the Area J and Area K project and not currently eligible for the subject funding program currently under consideration in this agenda item, will likewise be required to connect at their own expense because of their proximity and potential environmental harm to the lagoon. The ordinance will also adopt enforcement procedures to enforce the mandatory sewer connection requirement and discontinuance of the homeowner's septic system. The additional costs and impact on funding eligibility on the City and homeowners associated with enforcement is unknown at this time and will depend on the number of homeowners that refuse abide by the mandatory connection policy and connect and participate in the project.

Homes outside Area J and K and outside the areas designated in the Tetra Tech report that are located west of US 1and have working septic systems and currently have access to the city sewer system can be granted exceptions to connect to the City's sewer system so long as their septic systems continue to function properly. Staff estimates there are approximately 124 parcels within the city limits that have current water accounts and have access to existing sewer but have no current sewer account. Exceptions approved for properties west of US1 would not force a customer to immediately connect to the City's sewer system, but such properties will be required to connect once their septic system fails in the future.

The Utilities Department will need to cash fund the project subject to review and upon securing mandatory participation, sign a contract with Brevard County to accept the funding reimbursement from SOIRL.

Option 3 was deleted due to its infeasibility.

Option 4: Delay Decision to move forward

The Council could choose to take no action at this time. The delay would continue to maintain allocations ($6.1M) from SOIRL. The project would also prohibit any of the 88 homeowners from applying and receiving any advanced septic funding. The final engineering design plans can be held until the city is ready to act. It is difficult to predict what construction costs would be in the future considering the current volatility and high inflation spike being experienced by the City and whether the delay would increase or decrease future costs.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On August 9th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. The item was not approved and failed due to the lack of a majority for the motion.

On July 24th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. More information on homeowner costs was requested outside the Indian River Drive corridor needed to be considered and the item was tabled until the August 9th, 2022 meeting.

On June 24th, 2022, Council reviewed an agenda item to consider multiple options for the Save Our Indian River Lagoon Septic to Sewer Project. More information on sewer impacts outside the Indian River Drive corridor needed to be considered and the item was tabled until the July 26th, 2022 meeting.

On November 13, 2019, Council approved a task order for Bussen-Mayer Engineering Group (AKA DRMP), for final engineering design and surveying.

On December 12, 2017 Council approved a task order for Bussen-Mayer Engineering Group for preliminary design, geotechnical analyis, survey and project feasibility.

RECOMMENDED MOTION:

To Provide Direction to Staff for Funding and New Policies, if Necessary, for the Indian River Drive Septic to Sewer Conversion

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Septic to Sewer Project 11/29/2022

Estimated Home Owner Costs (service line, remove septic, repairs, landscaping)

# of Connections Served by Project	Estimated Cost per Lot	Estimated Total Customer Cost
4	$62,640	$250,560
50	$30,960	$1,548,000
20	$27,960	$559,200
18	$24,420	$439,560
	Subtotal	$2,797,320
	Impact Fees	$161,000
	Total	$2,958,320

Range of Costs to be paid for by homeowners or by grant or in any combination

≈ $3,000,000

*Estimate based on field observation and GIS data and can vary

50/50 Funding	Expense Debit	Funding Credit		Expense Debit	Funding Credit
	High Cost Estimate			Low Cost Estimate	
Public Infrastructure Cost	($8,300,000)			($6,700,000)	
Eng/Bidding/Inspection	($605,865)			($605,865)	
SOIRL Funding match		$4,607,373			$4,607,373
Max Grant Funding		$4,607,373			$4,607,373
			$6,167,373		
Private Costs	($3,000,000)			($3,000,000)	
Eng/Bidding/Inspection	($120,000)			($120,000)	
SOIRL Funding match		$1,560,000			$1,560,000
Max Grant Funding		$1,560,000			$1,560,000
Totals	($12,025,865)	$12,334,746		($10,425,865)	$12,334,746
Needed Funding/Surplus	$308,881 *			$1,908,881 *	

* Note - surplus not possible with grants. The agencies will only reimburse based on actual expenses

Areas J and K - Estimated Costs

11/29/2022

Septic to Sewer Project

Current SOIRL Funding - Infrastucture Reimbursement										
# of Connections Served by Project	Assumed Particpation Rate	Actual Connections made	Current Funding SOIRL	Grant Funding Pvt.	Grant Funding Public	Total Available Funding	Engineering Costs	Current Estimated Const. Cost Max.	Current Estimated Customer Cost	**Needed Funding Required or Surplus**
88	100%	88	$6,167,373	$1,560,000	$4,607,373	$12,334,746	$605,865	$8,300,000	$3,120,000	**$308,881**
	90%	79	$5,550,636	$1,404,000	$4,007,639	$10,962,275	$545,279	$8,300,000	$2,808,000	**-$691,004**
	80%	70	$4,933,899	$1,248,000	$3,562,346	$9,744,245	$484,692	$8,300,000	$2,496,000	**-$1,536,447**
	70%	62	$4,317,161	$1,092,000	$3,117,052	$8,526,213	$424,106	$8,300,000	$2,184,000	**-$2,381,892**
	60%	53	$3,700,424	$936,000	$2,671,759	$7,308,183	$363,519	$8,300,000	$1,872,000	**-$3,227,336**
	50%	44	$3,083,687	$780,000	$2,226,466	$6,090,153	$302,933	$8,300,000	$1,560,000	**-$4,072,780**
	40%	35	$2,466,950	$624,000	$1,781,173	$4,872,123	$242,346	$8,300,000	$1,248,000	**-$4,918,223**

Note : SOIRL funding based on new $70,083 per lot reimbursement ($6,167,373 for 88 lots)
Customer Grant Funding based on $35,454 per lot ($3.12M for 88 lots assumed)

Legislation Details (With Text)

File #:	22-674	**Version:** 1	**Name:**		
Type:	Resolution		**Status:**	Agenda Ready	
File created:	11/8/2022		**In control:**	City Council	
On agenda:	11/29/2022		**Final action:**		
Title:	Approve a resolution amending the Fiscal Year 2023 Adopted Budget, BAF 23-001-A, for purchase orders rolled over to Fiscal Year 2023. This is due to unspent funds budgeted for capital projects and specific operating accounts. These funds are provided through the use of various Fund Balance Reserves. Approve BAF 23-002-A & T to provide budget for items such as capital projects that were budgeted within FY22 and not yet executed, these also are funded through the use of Fund Balance Reserves. ..End				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2023- ADA Compliant.pdf BAF 23-001-A-FN-PO Budget Roll (11-29-22) Agenda 22-674.pdf BAF 23-001-Tracking Sheet - PO Roll (11-29-22).pdf BAF 23-002-A-FN-Budget Roll (11-29-22) Agenda 22-674.pdf BAF 23-002-A-Budget Roll Tracking Sheet (11-29-22).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2022
Agenda Date: November 29, 2022
Prepared By: Colleen Campbell, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
Approve a resolution amending the Fiscal Year 2023 Adopted Budget, BAF 23-001-A, for purchase orders rolled over to Fiscal Year 2023. This is due to unspent funds budgeted for capital projects and specific operating accounts. These funds are provided through the use of various Fund Balance Reserves. Approve BAF 23-002-A & T to provide budget for items such as capital projects that were budgeted within FY22 and not yet executed, these also are funded through the use of Fund Balance Reserves.

BACKGROUND:

At the end of Fiscal Year (FY) 2022, the individual departments request specific purchase orders (P.O.) for multi-year capital projects and/or operating purchases to remain open, and that the balance on those P.O.'s be included within the FY23 budget. These projects may also have been scheduled to be completed in FY22 and did not reach completion, necessitating the unspent budget to be provided in FY23. This agenda item essentially "shores up" the FY23 budget for the existing purchase orders that rolled into the new year within BAF 23-001-A.

In addition to the (P.O.) budget rollover, there are projects that were budgeted in FY22 and a PO was never issued. BAF 23-002-A & T is to provide budget for unexecuted expenses within various departments or to reclass funds into the appropriate department/division to remain in regulatory compliance.

Attached to this agenda item, is the list of related purchase orders that remained open after the end of FY22, all of which have previously gone through the appropriate approval process. Since any amount not spent at the end of FY22 went back into fund balance reserves, this agenda item is requesting to amend the budget taking the money back out of reserves to provide the necessary budget in FY23, to perform the projects indicated on the attachments. Budget for most grants that are in progress will be presented to Council at the next regular meeting after a thorough reconciliation of all open grants is completed.

STRATEGIC PLAN CONNECTION:

To provide financial transparency with budgeting and the procurement processes

BUDGETARY IMPACT:

FY23 purchase order roll: BAF 23-001-A
FY23 budget roll: BAF 23-002-A & T

(See attached spreadsheets with detailed transactions)

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Approve a resolution amending the Fiscal Year 2023 Adopted Budget, BAF 23-001-A, for purchase orders rolled over to Fiscal Year 2023. This is due to unspent funds budgeted for capital projects and specific operating accounts. These funds are provided through the use of various Fund Balance Reserves. Approve BAF 23-002-A & T to provide budget for items such as capital projects that were budgeted within FY22 and not yet executed, these also are funded through the use of Fund Balance Reserves.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2023; 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, 2022, and ending on September 30, 2023, at a Regular meeting held on September 27, 2022; 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 2022-2023 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, at the Budget Workshop assembled on the day of , 2022

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=11473718&GUID=A64E668B-F1D1-40BD-A41C-552BA1F23863* is a secure document that has been embedded in this document. Double click the pushpin to view.



Amount	Project #	Acct #	Description
General Fund			
663,213.00		**001-0000-389.99-50**	**Fund Balance**
$1,211.00		001-1510-536.34-00	PO # 79026-Allied Universal Security Service
$1,211.00		001-1510-536.34-00	PO # 79026-Allied Universal Security Service
$750.00		001-1600-513.31-00	PO # 77662-Grooms Financial
$46,000.00		001-1600-513.31-00	PO # 76943-Info-Tech Rsearch
$2,805.00		001-1600-513.31-00	PO # 77724-Milestone Professional
$990.00		001-1600-513.31-00	PO # 77453-Superion LLC
$2,315.00		001-1600-513.31-01	PO # 79764-Johnson Jackson
$246.00		001-1600-513.49-00	PO # 79511-Superion LLC
$2,703.00		001-1601-525.41-00	PO # 79833-Communications Inc
$2,700.00		001-1801-513.55-00	PO # 79819-GovernmentJobs.com
$858.00		001-2100-521.52-00	PO # 79532-Florida Bullet Inc
$335.00		001-2100-521.52-00	PO # 79526-Sun Badge Company
$25,444.00	GR2202	001-2100-521.52-23	PO # 78492-Federal Eastern International
$2,320.00		001-2100-521.56-15	PO # 78952-Tyler Technologies
$2,320.00		001-2100-521.56-15	PO # 79380-Tyler Technologies
$16,723.00	CA2201	001-2201-522.46-03	PO # 79773-Josam Products Inc
$3,200.00		001-3200-515.34-00	PO # 79924-Tuttle Armfield Wagner
$92.00		001-3200-515.56-15	PO # 78850-Samsara
$29,901.00		001-3510-541.31-00	PO # 79571-Mead & Hunt
$3,637.00	PW21DS	001-3510-541.63-00	PO # 78121-VA Paving
$3,637.00	PW21DS	001-3510-541.63-00	PO # 78121-VA Paving
$17,087.00	SW21DP	001-3510-541.63-00	PO # 76945-Infrastucture Solution Services
$49,130.00	CA2201	001-3520-572.64-00	PO # 79068-Alan Jay Chevrolet
$13,353.00		001-3540-519.34-00	PO # 79882-Genuine Parts
$1,909.00		001-3550-534.34-00	PO # 78934-Solid waste management
$6,250.00		001-3560-519.31-00	PO # 79834-ISS
$6,000.00		001-3560-519.31-00	PO # 79790-ISS
$458.00		001-3560-519.34-00	PO # 79013-ADS Security
$165.00		001-3560-519.34-00	PO # 78738-ATP Fire
$165.00		001-3560-519.34-00	PO # 78738-ATP Fire
$115.00		001-3560-519.34-00	PO # 78738-ATP Fire
$129.00		001-3560-519.34-00	PO # 78738-ATP Fire
$100.00		001-3560-519.34-00	PO # 78738-ATP Fire
$373.00		001-3560-519.34-00	PO # 78738-ATP Fire
$344.00		001-3560-519.34-00	PO # 78738-ATP Fire
$108.00		001-3560-519.34-00	PO # 78738-ATP Fire
$365.00		001-3560-519.34-00	PO # 78738-ATP Fire
$551.00		001-3560-519.34-00	PO # 78738-ATP Fire
$300.00		001-3560-519.34-00	PO # 78738-ATP Fire
$445.00		001-3560-519.34-00	PO # 78738-ATP Fire
$257.00		001-3560-519.34-00	PO # 78738-ATP Fire
$261.00		001-3560-519.34-00	PO # 78738-ATP Fire
$11.00		001-3560-519.34-00	PO # 78738-ATP Fire
$128.00		001-3560-519.34-00	PO # 78738-ATP Fire
$1,067.00		001-3560-519.41-00	PO # 78590-Verizon Wireless
$2,738.00		001-3560-519.43-00	PO # 78542-Florida Power & Light
$8,951.00		001-3560-519.46-00	PO # 79915-East Coast Fence

$5,970.00		001-3560-519.46-00	PO # 79810-Kendall Signs
$2,878.00		001-3560-519.46-02	PO # 78343-ADS Security
$2,900.00		001-3560-519.46-02	PO # 79905-C & D Construction
$21,607.00		001-3560-519.46-02	PO # 79918-Doug Wilson Enterprises
$13,150.00		001-3560-519.49-00	PO # 79914-Graybar
$540.00		001-3560-519.52-00	PO # 78546-Cintas
$2,985.00		001-3560-519.52-00	PO # 79879-Kendall Signs
$276.00		001-3560-519.56-15	PO # 78850-Samsara
$27,045.00	CA2201	001-3560-519.64-00	PO # 79067-Alan Jay Chevrolet
$100,890.00	PW00CC	001-3560-519.64-00	PO # 79572-Cortez Heating & Air
$28,929.00	PW22FI	001-3560-519.64-00	PO # 79646-ADS Security
$5,168.00	PWFBPI	001-3580-519.31-00	PO # 78203-Architects RZK
$49,861.00	PWFBPP	001-3580-519.63-00	PO # 78193-Architects RZK
$27,101.00	PWFBSP	001-3580-519.63-00	PO # 79477-Architects RZK
$37,897.00	PWFBBP	001-3580-519.64-00	PO # 79201-Miracle Rec Equip
$75,858.00	PWFBJR	001-3580-519.64-00	PO # 78194-Architects RZK
$1,326,426.00	**Total**		
$0.00			

CDBG

$110,506.00		103-0000-389.99-50	**Fund Balance**
$4,341.00		103-3240-554.83-09	PO # 76939-Central Brevard Sharing Center
$6,631.00		103-3240-554.83-09	PO # 76938-Salvation Army North Central
$21,600.00		103-3240-554.83-11	PO # 79296-Community Services Council
$42,080.00		103-3240-554.83-11	PO # 79303-Community Services Council
$35,854.00		103-3240-554.83-11	PO # 79304-Family Promise of Brevard
$221,012.00	**Total**		
$0.00			

HOME

$313,172.00		104-0000-389.99-50	Fund Balance
$86,492.00		104-3240-554.83-22	PO # 79523-Community Housing Initiative
$226,680.00		104-3240-554.83-22	PO # 79508-Community Housing Initiative
$626,344.00	**Total**		
$0.00			

SHIP

$450.00		105-0000-389.99-50	Fund Balance
$450.00		105-3240-554.83-00	PO # 79811-Algat Enterprises Inc
$900.00	**Total**		
$0.00			

Building Permits

$12,645.00		107-0000-389.99-50	Fund Balance
$12,461.00		107-3200-515.56-15	PO # 79569-Empire Consulting
$184.00		107-3200-515.56-15	PO # 78850-Samsara
$25,290.00	**Total**		
$0.00			

CRA

$74,238.00		110-0000-389.99-50	Fund Balance
$14,267.00		110-3230-559.31-01	PO # 78564-Garganese
$17,670.00		110-3230-559.46-00	PO # 79631-Fausnight Striping
$17,630.00		110-3230-559.52-00	PO # 79871-Victor Stanley
$917.00	CS15HS	110-3230-559.63-00	PO # 76293-Infrastructure
$18,625.00	CD21LW	110-3230-559.63-00	PO # 77934-ISS
$5,129.00		110-3230-559.83-00	PO # 79892-Von Bobinski
$148,476.00	**Total**		
$0.00			

DSCRA

$643.00		111-0000-389.99-50	Fund Balance
$143.00		111-3230-559.31-01	PO # 78621-Josph Colombo
$500.00		111-3230-559.83-00	PO # 79802-Stevenson Landscaping
$1,286.00	**Total**		
$0.00			

SLFRF

$989,440.00		130-0000-389.99-50	Fund Balance
$84,155.00	AR22PV	130-2100-521.64-00	PO # 79763-Alan Jay Chevrolet
$98,253.00	AR22HM	130-2201-522.64-00	PO # 79721-Stryker Medical
$634,500.00	AR22PT	130-2201-522.64-00	PO # 78900-Sutphen Corporation
$172,532.00	AR22DT	130-3570-538.64-00	PO # 79816-Nextran of Orlando
$1,978,880.00	**Total**		
$0.00			

Fiske Blvd

$197,136.00		303-0000-389.99-50	Fund Balance
$197,136.00	GR2108	303-3570-538.63-08	PO # 79493-Tierra
$394,272.00	**Total**		
$0.00			

Water/Sewer

$2,757,695.00		421-0000-389.99-50	Fund Balance
$5,460.00		421-1515-536.34-00	PO # 79893-Superion LLC
$1,704.00		421-1515-536.55-00	PO # 78965-Ferguson Enterprises
$51,803.00		421-1515-536.56-15	PO # 78965-Ferguson Enterprises
$23,229.00	CA2201	421-1515-536.64-00	PO # 79233-Alan Jay Chevrolet
$10,223.00	CA2202	421-1515-536.64-00	PO # 79793-Doug Wilson Enterprises
$981.00		421-4010-536.31-00	PO # 78692-Culligan- Melbourne
$1,402.00		421-4010-536.31-00	PO # 79828-Integrity Public
$4,098.00		421-4010-536.31-00	PO # 77360-De La Parte
$27,006.00		421-4010-536.31-00	PO # 77494-Kirwin Norris
$35,200.00		421-4010-536.31-00	PO # 77972-WRA
$9,580.00		421-4010-536.31-00	PO # 78058-WRA
$31,400.00		421-4010-536.31-00	PO # 78120-De La Parte
$15,270.00		421-4010-536.31-00	PO # 78424-Stantec
$8,152.00		421-4010-536.31-01	PO # 78979-Garganese Weiss
$19,744.00		421-4010-536.34-00	PO # 78638-Pace analytical

$1,440.00	421-4010-536.49-00	PO # 79511-Superion LLC
$120.00	421-4010-536.49-09	PO # 78779-Brevard County Clerk of Courts
$4.00	421-4010-536.52-00	PO # 78661-Cintas
$555.00	421-4010-536.52-00	PO # 78857-Environemntal Express
$524.00	421-4010-536.52-00	PO # 78723-Fisher Scientific
$2,622.00	421-4010-536.56-15	PO # 78850-Samsara
$23,300.00	421-4020-536.31-00	PO # 79506-Xylem Ozone Condition Assessment
$15,739.00	421-4020-536.31-03	PO # 77434-Jacobs Engineering
$4.00	421-4020-536.31-03	PO # 78697-Jacobs Engineering
$7,107.00	421-4020-536.31-03	PO # 79774-Jacobs Engineering
$31,577.00	421-4020-536.31-03	PO # 79792-Elevated Tank Repairs Design (DYET22)
$1,900.00	421-4020-536.34-00	PO # 77416-Bio-Tech Consulting
$53.00	421-4020-536.34-00	PO # 78703-Dish Network
$60,940.00	421-4020-536.34-00	PO # 78827-J&M Materials
$29,003.00	421-4020-536.34-00	PO # 79344-Ring Power Corp
$1,109.00	421-4020-536.34-00	PO # 78741-Sonitrol of Tallahasee
$6,519.00	421-4020-536.34-00	PO # 79096-Bio-Tech Consulting Inc.
$8,336.00	421-4020-536.34-00	PO # 79761-East Coast Fence
$2,900.00	421-4020-536.41-00	PO # 78908-Altaworx
$2,786.00	421-4020-536.43-00	PO # 78783-Florida Power & Light
$51,258.00	421-4020-536.46-00	PO # 78729-Connect Consulting
$2,225.00	421-4020-536.46-00	PO # 79668-Fluid Control
$4,740.00	421-4020-536.46-00	PO # 78807-Goodson Paving
$6,096.00	421-4020-536.46-00	PO # 79056-Guardian Equipment
$2,064.00	421-4020-536.46-00	PO # 79709-Pace analytical
$7,413.00	421-4020-536.46-00	PO # 79897-Tomco2 Equipment
$510.00	421-4020-536.46-00	PO # 79200-Underwater Solutions
$10,900.00	421-4020-536.46-00	PO # 79624-Universal Control
$27,180.00	421-4020-536.46-00	PO # 79219-Sealing Resources
$1,241.00	421-4020-536.46-00	PO # 79300-Sealing Resources
$3,861.00	421-4020-536.46-00	PO # 79449-Stewarts Electric Motor Works
$2,180.00	421-4020-536.46-00	PO # 79558-Sealing Recourses
$12,125.00	421-4020-536.46-00	PO # 79690-Hayes Pipe Supply Inc.
$271.00	421-4020-536.46-00	PO # 79716-Sealing Resources
$7,200.00	421-4020-536.46-00	PO # 79825-JSR Enterprises East Coast
$13,783.00	421-4020-536.46-00	PO # 79842-USA Bluebook
$5,160.00	421-4020-536.46-00	PO # 79787-AWC, Inc.
$4,740.00	421-4020-536.46-00	PO # 79922-Goodson Paving
$1,161.00	421-4020-536.52-00	PO # 78812-Hach Company
$5,256.00	421-4020-536.52-00	PO # 79822-USA Bluebook
$22,409.00	421-4020-536.52-09	PO # 78573-Allied Universal
$23,842.00	421-4020-536.52-09	PO # 78756-Atlantic Coast Polymers
$47,075.00	421-4020-536.52-09	PO # 79029-Genesis Alkali Wyoming
$16,556.00	421-4020-536.52-09	PO # 78571-Hawkins
$55,670.00	421-4020-536.52-09	PO # 78864-Kemira Water Solutions
$64,854.00	421-4020-536.52-09	PO # 78620-Linde
$45,454.00	421-4020-536.52-09	PO # 78604-Matheson Tri-gas
$12,508.00	421-4020-536.52-09	PO # 78605-Tropichem Enterprise
$28.00	421-4020-536.52-30	PO # 78897-Florida City Gas
$11,268.00	421-4020-536.52-30	PO # 78744-Glover Oil

$45,228.00	CA2201	421-4020-536.64-00	PO # 79066-Alan Jay Chevrolet
$75,646.00	CA2201	421-4020-536.64-00	PO # 79069-Alan Jay Chevrolet
$44,176.00	CA2201	421-4020-536.64-00	PO # 79153-Alan Jay Chevrolet
$77,048.00	CA2201	421-4020-536.64-00	PO # 79468-Alan Jay Chevrolet
$39,311.00	CA2201	421-4020-536.64-00	PO # 79933-Alan Jay Chevrolet
$21,429.00		421-4025-536.31-03	PO # 79012-Jacobs Engineering
-$2,126.00		421-4025-536.31-03	PO # 79012-Jacobs Engineering
$433.00		421-4025-536.43-00	PO # 78773-Florida City Gas
$85.00		421-4025-536.43-00	PO # 78787-Florida Power & Light
$720.00		421-4025-536.43-00	PO # 78790-Florida Power & Light
$1,260.00		421-4025-536.46-00	PO # 78980-Core & Main LP
$77,872.00		421-4025-536.46-00	PO # 79412-Goodson Paving
$28,925.00		421-4025-536.46-00	PO # 79575-Goodson Paving
$26,287.00		421-4025-536.46-00	PO # 79701-Ferguson Enterprises
$77,040.00		421-4025-536.46-00	PO # 79041-Ace Flow Control
$9,540.00		421-4025-536.46-00	PO # 79926-Ferguson Enterprises
$26,471.00		421-4025-536.46-00	PO # 79638-Ferguson Enterprises
$5,704.00		421-4025-536.56-15	PO # 78850-Samsara
$42,366.00	CA2202	421-4025-536.64-00	PO # 79434-Alta Construction
$53,529.00	CA2201	421-4025-536.64-00	PO # 79251-Alan Jay Chevrolet
$52,646.00	CA2201	421-4025-536.64-00	PO # 79091-Alan Jay Chevrolet
$25.00		421-4055-536.31-03	PO # 78602-Carollo Engineer
$38,745.00		421-4055-536.31-03	PO # 78728-Jacobs Engineering
$276.00		421-4055-536.56-15	PO # 78850-Samsara
$420,316.00	WS1001	421-4055-536.63-00	PO # 71924-Brandes Design-Build
$3,412.00	WS21LS	421-4055-536.63-00	PO # 78265-Carollo Engineer
$153,504.00	WS21FM	421-4055-536.63-00	PO # 77555-Danus Utilities
$12,780.00	WS21CG	421-4055-536.63-00	PO # 78455-DRMP
$2,017.00	WS21VP	421-4055-536.63-00	PO # 78688-Jacobs Engineering
$21,410.00		421-4120-536.31-03	PO # 78606-Carollo Engineer
$6,974.00		421-4120-536.31-03	PO # 77551-Carollo
$154,830.00		421-4120-536.31-03	PO # 79234-Carollo Engineers - SCADA Design and SDC
$4,320.00		421-4120-536.34-00	PO # 79633-H&H Liquid Sludge
$732.00		421-4120-536.41-00	PO # 78700-Verizon Wireless
$730.00		421-4120-536.43-00	PO # 78810-Florida Power & Light
$2,443.00		421-4120-536.43-00	PO # 78810-Florida Power & Light
$406.00		421-4120-536.43-00	PO # 78810-Florida Power & Light
$10,309.00		421-4120-536.43-00	PO # 78810-Florida Power & Light
$52.00		421-4120-536.43-00	PO # 78810-Florida Power & Light
$12,031.00		421-4120-536.44-00	PO # 79916-Sims crane & Equipment
$220.00		421-4120-536.44-00	PO # 79906-United Rental
$1,645.00		421-4120-536.46-00	PO # 78881-Merritt Island
$1,795.00		421-4120-536.46-00	PO # 79581-Paralee
$1,795.00		421-4120-536.46-00	PO # 79582-Paralee
$18,849.00		421-4120-536.46-00	PO # 79253-Barney's Pumps
$1,495.00		421-4120-536.46-00	PO # 79664-Instrument Specialties
$4,047.00		421-4120-536.46-00	PO # 79870-Dittmer A/C
$104.00		421-4120-536.52-00	PO # 78687-Cintas
$1,003.00		421-4120-536.52-00	PO # 78619-Hach Company
$2,424.00		421-4120-536.52-00	PO # 78660-Fisher Sientific

$1,875.00		421-4120-536.52-00	PO # 79866-Rexell USA
$18,456.00		421-4120-536.52-09	PO # 78562-Allied Universal
$109.00		421-4120-536.56-15	PO # 78606-Carollo Engineer
$368.00		421-4120-536.56-15	PO # 78850-Samsara
$45,243.00	WS1222	421-4120-536.63-00	PO # 71959-Brandes Design-Build
$44,440.00	CA2201	421-4120-536.64-00	PO # 79136-Alan Jay Chevrolet
$310.00		421-4125-536.31-03	PO # 79411-Carollo Engineer
$901.00		421-4125-536.46-00	PO # 79173-Current Electrical
$26,862.00		421-4125-536.46-00	PO # 79936-Barney's Pump
$828.00		421-4125-536.56-15	PO # 78850-Samsara
$125,206.00	WS21SP	421-4125-536.64-15	PO # 79702-Lord & Company
$5,515,390.00	**Total**		
$0.00			

Stormwater

$107,949.00		423-0000-389.99-50	Fund Balance
$1,163.00		423-3570-538.31-00	PO # 78930-Brev Cty BD of Cty Commissioners
$26,074.00		423-3570-538.31-00	PO # 79571-Mead & Hunt
$5,971.00		423-3570-538.34-00	PO # 79622-Future Horizons
$440.00		423-3570-538.41-00	PO # 78591-Verizon Wireless
$465.00		423-3570-538.43-00	PO # 78666-Florida Power & Light
$388.00		423-3570-538.43-00	PO # 78665-Florida Power & Light
$10,650.00		423-3570-538.46-00	PO # 79903-Core & Main LP
$3,300.00		423-3570-538.46-00	PO # 79883-Flawless lawncare
$71.00		423-3570-538.46-00	PO # 79511-Superion LLC
$1,467.00		423-3570-538.46-03	PO # 79174-Southern Sewer
$1,235.00		423-3570-538.52-00	PO # 78552-Cintas
$180.00		423-3570-538.52-00	PO # 79405-Firehouse Graphics
$256.00		423-3570-538.52-00	PO # 77782-Pace analytical
$8.00		423-3570-538.52-00	PO # 78866-Pace analytical
$920.00		423-3570-538.56-15	PO # 78850-Samsara
$17,087.00	WS21DP	423-3570-538.63-00	PO # 76945-Infrastucture Solution Services
$18.00	SW08PL	423-3570-538.63-00	PO # 78964-Inliner Solutions
$500.00	SW21RE	423-3570-538.63-00	PO # 78295-Mead & Hunt
$26,018.00	SW08PL	423-3570-538.63-00	PO # 79864-Inliner Solutions
$11,738.00	SW22BP	423-3570-538.64-00	PO # 79910-Avanti Company
$215,898.00	**Total**		
$0.00			

Renewal & Replace

$3,233,088.00		424-0000-389.99-50	Fund Balance
$50,510.00	WS16MM	424-4010-536.63-68	PO # 78969-Atlantic development
$2,987.00	WS21WS	424-4020-536.63-00	PO # 78017-CST Industries
$53,950.00	WS21WS	424-4020-536.63-00	PO # 78016-Vortex
-$5,390.00	WS21OU	424-4020-536.63-00	PO # 78445-Vortex
$461,684.00	WS16MM	424-4055-536.63-00	PO # 78969-Atlantic development
$24,158.00	WS21LS	424-4055-536.63-00	PO # 78967-Carollo Engineer
$12,404.00	WS20GS	424-4055-536.63-00	PO # 78454-DRMP
$13,257.00	WS20G2	424-4055-536.63-00	PO # 78454-DRMP
$201,241.00	WS1221	424-4055-536.63-00	PO # 78704-Jabobs Engineering

$76,287.00	WS21SC	424-4055-536.63-00	PO # 78709-Jacobs Engineering
$5,080.00	WS16MM	424-4055-536.63-00	PO # 74901-Mead & Hunt
$19,580.00	WS16MM	424-4055-536.63-00	PO # 78970-Mead & Hunt
$612,357.00	GR2102	424-4055-536.63-06	PO # 79254-Carr & Collier
$65,712.00	GR2108	424-4055-536.63-08	PO # 79493-Tierra
$1,379,704.00	WS1222	424-4120-536.63-00	PO # 79480-E&D Contracting
$88,965.00	WS1222	424-4120-536.63-00	PO # 78276-Trillium Pumps
$97,370.00	WS1222	424-4120-536.63-00	PO # 79678-Woods engineering
$58,468.00	WS0904	424-4125-536.63-00	PO # 79752-Instituform Technology
$14,764.00	WS19MH	424-4125-536.63-00	PO # 79623-Vortex
$6,466,176.00	**Total**		
$0.00			

W/S Restricted Assets

$1,013,208.00	WS1404	423-0000-389.99-50	Fund Balance
$58,769.00	WS1404	426-4055-536.63-00	PO # 74898-CH2M Hill Engineer
$954,439.00	WS1404	426-4055-536.63-00	PO # 76379-CH2M Hill Engineer
$2,026,416.00	**Total**		
$0.00			

Worker's Compensation Fund

$22,193.00		520-0000-389.99-50	Fund Balance
$22,193.00		520-1801-513.31-00	PO # 78673-United Self Insured
$44,386.00	**Total**		
$0.00			

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Amount	Project #	Account #	Description
General Fund			
6,157,855		**001-0000-389.99-50**	**Fund Balance**
3,000,000		001-1600-513.56-15	EPR project roll
750,000	CS21MB	001-3200-515.62-00	New Houses Blake Subdivision
14,495	CA2202	001-3510-541.63-00	FY22 Capital Purchases
38,310	PW21DS	001-3510-541.46-00	SLFRF Paving
89,913	PW21DS	001-3510-541.63-00	Diamond Square Paving
3,984	SW21DP	001-3510-541.63-00	Aurora St Ditch Piping
3,559	CA2201	001-3510-541.64-00	FY22 Vehicle Purchase
2,500	CA2202	001-3510-541.64-00	FY22 Vehicle Purchase
11,074	CA2201	001-3560-519.64-00	FY22 Vehicle Purchase
13,175	CA2202	001-3560-519.64-00	FY22 Capital Purchases
6,071	PW22FI	001-3560-519.64-00	Fire Alarm Replace Museum
10,005	PW00CC	001-3560-519.64-00	Bldg - Civic Center
61,550	PWFBPI	001-3580-519.46-00	AFB project Budget
49,977	PWFBPP	001-3580-519.46-02	Provost Park Improvements
34,289	PWFBBP	001-3580-519.62-00	Bracco Park Restroom
69,719	PWFBCA	001-3580-519.62-00	Carl Anderson Restroom
65,216	PWFBFP	001-3580-519.62-00	Fern/Prospect Restroom
31,000	PWFBPP	001-3580-519.62-00	Provost Park Improvements
16,994	PW00PH	001-3580-519.62-00	Bldg - Porcher House
716,853	PWFBPP	001-3580-519.63-00	Provost Park Improvements
521,927	PWFBSP	001-3580-519.63-00	Stradley Park
20,000	CD18LW	001-3580-519.63-00	Lee Wenner Park
85,000	PWFBJR	001-3580-519.63-07	Junny Rios Splash Pad
5,104	PWFBBP	001-3580-519.64-00	Bracco Park Restroom
529,141	PWFBJR	001-3580-519.64-00	Junny Rios Splash Pad
8,000	PWFBPP	001-3580-519.64-00	Provost Park Improvements
12,315,710	**Total**		
0			
Cocoa CRA			
12,292		110-0000-389.99-50	Fund Balance
12,292	CD22JS	110-3230-559.56-15	Cameras at JLS
24,584	**Total**		
-			
SLFRF			
1,566,309		130-0000-389.99-50	Fund Balance
121,000	AR4RNG	130-1203-516.64-15	Fiber Optic Ring
283,265	AR4SRV	130-1203-516.64-15	IT-Server Upgrade
40,000	AR3DIG	130-1600-513.56-15	Digitize Records
90,000	AR4LAP	130-1600-513.56-15	Laptops
4,224	AR22PV	130-2100-521.64-00	Police Vehicles
246,184	AR22TT	130-2201-522.64-00	Fire Training Trailer
50,000	AR1CMP	130-3230-559.83-03	Summer Camp
731,636	AR22PO	130-3580-572.63-00	Parks Cost Overrun
3,132,618	**Total**		
-			
Riverfront			
3,622,450		303-0000-389.99-50	Fund Balance
2,319,585	GR2108	303-3570-538.63-01	FEMA - Fiske & Broadmoor
1,302,865	GR2108	303-3570-538.63-08	FEMA - Fiske & Broadmoor
7,244,900	**Total**		
-			
Water/Sewer			
10,399,826		421-0000-389.99-50	Fund Balance
24,182	CA2201	421-1515-536.64-00	FY22 Vehicle Purchase

3,000,000		421-4010-536.56-15	EPR project roll
410,000	WS17FC	421-4020-536.63-00	PLC Upgrade Belt Filter
144,810	WS22DC	421-4020-536.63-00	Replace Drainage Culverts
5,657	CA2101	421-4020-536.64-00	FY21 Vehicle Purchase
26,071	CA2201	421-4020-536.64-00	FY22 Vehicle Purchase
54,723	WS22AR	421-4020-536.64-00	Actuator Replacement
5,000	CA2202	421-4020-536.64-15	FY22 Capital Purchase
170,000	WS18SC	421-4020-536.64-15	Dyal WTP SCADA Server
61,918	CA2202	421-4025-536.64-00	FY22 Capital Purchases
210,573	WS1001	421-4055-536.63-00	Industrial Pk Pump Stn
194,571	WS18MI	421-4055-536.63-00	Pineda Subaquaeous Pipe
83,490	WS19CC	421-4055-536.63-00	Cape Canveral Line replacement
200,000	WS20GT	421-4055-536.63-00	Gravity Thickeners
1,505,688	WS21CG	421-4055-536.63-00	Cocoa Grove utility Ext
23,310	WS21FM	421-4055-536.63-00	Force Main relocation
59,647	WS21OZ	421-4055-536.63-00	Ozone Improvements
2,017	WS21VP	421-4055-536.63-00	Viera Pump Station
372,815	WS0402	421-4055-536.63-00	ES1 widening pine to Cidco FDOT
525,001	WS1222	421-4120-536.63-00	BNR Efficiency Improvements
2,829,819	WS16SF	421-4120-536.63-00	Sellers Flow Improvements
477,136	CA2201	421-4125-536.64-00	FY22 Vehicle Purchases
13,398	WS21SP	421-4125-536.64-15	SCADA Panel Upgrades
20,799,652	**Total**		
-			

Stormwater

371,761		423-0000-389.99-50	Fund Balance
50,928	SW21DP	423-3570-538.63-00	Aurora St Ditch Piping
120,406	SW21RE	423-3570-538.63-00	Roadway Elevation project
30,682	SW22BP	423-3570-538.63-00	Bracco Pond Stormwater
144,094	SW22EJ	423-3570-538.63-00	Emma Jewel CRA Drain Imp
25,651	CA2202	423-3570-538.64-00	FY22 Capital Purchases
743,522	**Total**		
-			

Renewal & Replacement

9,348,008		424-0000-389.99-50	Fund Balance
44,926	WS18SW	424-4020-536.63-00	Dyal Surface Water Filter
200,000	WS21BL	424-4020-536.64-00	Bleach Tanks @ Wewahootee
2,500,000	WS1201	424-4055-536.63-00	Pipe Infrast assess & Replace
197,293	WS18HS	424-4055-536.63-00	Harrison St Improve
150,000	WS19GF	424-4055-536.63-00	Groundwater flume
1,000,000	WS20DW	424-4055-536.63-00	Dyal Well #17
375,000	WS21OZ	424-4055-536.63-00	Ozone Improvements
1,017,603	WS21SC	424-4055-536.63-00	Sykes Creek Bridge
590,000	WS21VP	424-4055-536.63-00	Viera Pump station
63,285	GR2102	424-4055-536.63-06	Lift station 1 Mit grant
795,167	GR2108	424-4055-536.63-08	FEMA - broadmoor/Fiske
1,000,000	SW22AB	424-4120-536.63-00	Aeration blower replace
300,000	SW22IR	424-4120-536.63-00	IRP pukmp replacement
-	WS1222	424-4120-536.63-00	BNR Efficiency Improvements
1,114,734	SW22SC	424-4120-536.64-15	SCADA Migration
18,696,016	**Total**		
-			

W/S Restricted Assets

459,755			
417,155	WS18MI	426-4055.536.63-00	Pineda Subaquaeous Pipe
42,600	WS1404	426-4055-536.63-00	CCRIP
919,510	**Total**		

Legislation Details (With Text)

File #:	22-675	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Agenda Ready
File created:	11/8/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Approve a resolution amending the FY2022 budget, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance. BAF 22-133-A & T. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2022- ADA Compliant (002).pdf BAF 22-133-T & A-FN-Year-End Cleanup (11-29-22) Agenda 22-675.pdf BAF 23-001-Tracking Sheet - PO Roll (11-29-22).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2022
Agenda Date: November 29, 2022
Prepared By: Colleen Campbell, Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM
Requested Action:
Approve a resolution amending the FY2022 budget, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance. BAF 22-133-A & T.

BACKGROUND:

Throughout the year, unplanned and unbudgeted expenses may occur. The attached budget amendment BAF 22-133-A & T, is required, to account for the unbudgeted expenses through the use of funds within the various departments by way of budget transfers or the use of fund balance by way of budget amendments.

City staff requests these budget amendments and transfers be approved by Cocoa City Council.

STRATEGIC PLAN CONNECTION:

To provide financial transparency with budgeting and the procurement processes

BUDGETARY IMPACT:

2022 budget transfers and amendments BAF 22-133-A & T.
Attached are detailed spreadsheets with descriptions

PREVIOUS ACTION:

RECOMMENDED MOTION:

Approve a resolution amending the FY2022 budget, to “Shore Up” departmental accounts with negative balances or project budgets, through the use of various budgeted lines or fund balance. BAF 22-133-A & T.

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2022; 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, 2021, and ending on September 30, 2022, at a Regular meeting held on September 28, 2021; 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 2021-2022 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 25th day of January, 2022.

_____
Michael C. Blake, Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

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Amount	Project #	Acct #	Description
General Fund			
645,801.00		**001-0000-389.99-50**	**Fund Balance**
$1,211.00		001-1510-536.34-00	PO # 79026-Allied Universal Security Service
$1,211.00		001-1510-536.34-00	PO # 79026-Allied Universal Security Service
$750.00		001-1600-513.31-00	PO # 77662-Grooms Financial
$46,000.00		001-1600-513.31-00	PO # 76943-Info-Tech Rsearch
$2,805.00		001-1600-513.31-00	PO # 77724-Milestone Professional
$990.00		001-1600-513.31-00	PO # 77453-Superion LLC
$2,315.00		001-1600-513.31-01	PO # 79764-Johnson Jackson
$246.00		001-1600-513.49-00	PO # 79511-Superion LLC
$2,703.00		001-1601-525.41-00	PO # 79833-Communications Inc
$2,700.00		001-1801-513.55-00	PO # 79819-GovernmentJobs.com
$858.00		001-2100-521.52-00	PO # 79532-Florida Bullet Inc
$335.00		001-2100-521.52-00	PO # 79526-Sun Badge Company
$25,444.00	GR2202	001-2100-521.52-23	PO # 78492-Federal Eastern International
$2,320.00		001-2100-521.56-15	PO # 78952-Tyler Technologies
$2,320.00		001-2100-521.56-15	PO # 79380-Tyler Technologies
$16,723.00	CA2201	001-2201-522.46-03	PO # 79773-Josam Products Inc
$3,200.00		001-3200-515.34-00	PO # 79924-Tuttle Armfield Wagner
$29,901.00		001-3510-541.31-00	PO # 79571-Mead & Hunt
$3,637.00	PW21DS	001-3510-541.63-00	PO # 78121-VA Paving
$17,087.00	SW21DP	001-3510-541.63-00	PO # 76945-Infrastucture Solution Services
$49,130.00	CA2201	001-3520-572.64-00	PO # 79068-Alan Jay Chevrolet
$13,353.00		001-3540-519.34-00	PO # 79882-Genuine Parts
$6,250.00		001-3560-519.31-00	PO # 79834-ISS
$6,000.00		001-3560-519.31-00	PO # 79790-ISS
$8,951.00		001-3560-519.46-00	PO # 79915-East Coast Fence
$5,970.00		001-3560-519.46-00	PO # 79810-Kendall Signs
$2,900.00		001-3560-519.46-02	PO # 79905-C & D Construction
$21,607.00		001-3560-519.46-02	PO # 79918-Doug Wilson Enterprises
$13,150.00		001-3560-519.49-00	PO # 79914-Graybar
$2,985.00		001-3560-519.52-00	PO # 79879-Kendall Signs
$27,045.00	CA2201	001-3560-519.64-00	PO # 79067-Alan Jay Chevrolet
$100,890.00	PW00CC	001-3560-519.64-00	PO # 79572-Cortez Heating & Air
$28,929.00	PW22FI	001-3560-519.64-00	PO # 79646-ADS Security
$5,168.00	PWFBPI	001-3580-519.31-00	PO # 78203-Architects RZK
$49,861.00	PWFBPP	001-3580-519.63-00	PO # 78193-Architects RZK
$27,101.00	PWFBSP	001-3580-519.63-00	PO # 79477-Architects RZK
$37,897.00	PWFBBP	001-3580-519.64-00	PO # 79201-Miracle Rec Equip
$75,858.00	PWFBJR	001-3580-519.64-00	PO # 78194-Architects RZK
$1,291,602.00	**Total**		
$0.00			
CDBG			
$110,506.00		103-0000-389.99-50	**Fund Balance**
$4,341.00		103-3240-554.83-09	PO # 76939-Central Brevard Sharing Center
$6,631.00		103-3240-554.83-09	PO # 76938-Salvation Army North Central
$21,600.00		103-3240-554.83-11	PO # 79296-Community Services Council
$42,080.00		103-3240-554.83-11	PO # 79303-Community Services Council

$35,854.00		103-3240-554.83-11	PO # 79304-Family Promise of Brevard
$221,012.00	**Total**		
$0.00			

HOME

$313,172.00		104-0000-389.99-50	Fund Balance
$86,492.00		104-3240-554.83-22	PO # 79523-Community Housing Initiative
$226,680.00		104-3240-554.83-22	PO # 79508-Community Housing Initiative
$626,344.00	**Total**		
$0.00			

SHIP

$450.00		105-0000-389.99-50	Fund Balance
$450.00		105-3240-554.83-00	PO # 79811-Algat Enterprises Inc
$900.00	**Total**		
$0.00			

Building Permits

$12,461.00		107-0000-389.99-50	Fund Balance
$12,461.00		107-3200-515.56-15	PO # 79569-Empire Consulting
$24,922.00	**Total**		
$0.00			

CRA

$59,971.00		110-0000-389.99-50	Fund Balance
$17,670.00		110-3230-559.46-00	PO # 79631-Fausnight Striping
$17,630.00		110-3230-559.52-00	PO # 79871-Victor Stanley
$917.00	CS15HS	110-3230-559.63-00	PO # 76293-Infrastructure
$18,625.00	CD21LW	110-3230-559.63-00	PO # 77934-ISS
$5,129.00		110-3230-559.83-00	PO # 79892-Von Bobinski
$119,942.00	**Total**		
$0.00			

DSCRA

$643.00		111-0000-389.99-50	Fund Balance
$143.00		111-3230-559.31-01	PO # 78621-Josph Colombo
$500.00		111-3230-559.83-00	PO # 79802-Stevenson Landscaping
$1,286.00	**Total**		
$0.00			

SLFRF

$989,440.00		130-0000-389.99-50	Fund Balance
$84,155.00	AR22PV	130-2100-521.64-00	PO # 79763-Alan Jay Chevrolet
$98,253.00	AR22HM	130-2201-522.64-00	PO # 79721-Stryker Medical
$634,500.00	AR22PT	130-2201-522.64-00	PO # 78900-Sutphen Corporation
$172,532.00	AR22DT	130-3570-538.64-00	PO # 79816-Nextran of Orlando
$1,978,880.00	**Total**		
$0.00			

Fiske Blvd

$197,136.00		303-0000-389.99-50	Fund Balance
$197,136.00	GR2108	303-3570-538.63-08	PO # 79493-Tierra
$394,272.00	**Total**		
$0.00			

Water/Sewer

$2,384,584.00		421-0000-389.99-50	Fund Balance
$5,460.00		421-1515-536.34-00	PO # 79893-Superion LLC
$1,704.00		421-1515-536.55-00	PO # 78965-Ferguson Enterprises
$51,803.00		421-1515-536.56-15	PO # 78965-Ferguson Enterprises
$23,229.00	CA2201	421-1515-536.64-00	PO # 79233-Alan Jay Chevrolet
$10,223.00	CA2202	421-1515-536.64-00	PO # 79793-Doug Wilson Enterprises
$1,402.00		421-4010-536.31-00	PO # 79828-Integrity Public
$4,098.00		421-4010-536.31-00	PO # 77360-De La Parte
$27,006.00		421-4010-536.31-00	PO # 77494-Kirwin Norris
$35,200.00		421-4010-536.31-00	PO # 77972-WRA
$9,580.00		421-4010-536.31-00	PO # 78058-WRA
$31,400.00		421-4010-536.31-00	PO # 78120-De La Parte
$15,270.00		421-4010-536.31-00	PO # 78424-Stantec
$19,744.00		421-4010-536.34-00	PO # 78638-Pace analytical
$1,440.00		421-4010-536.49-00	PO # 79511-Superion LLC
$120.00		421-4010-536.49-09	PO # 78779-Brevard County Clerk of Courts
$555.00		421-4010-536.52-00	PO # 78857-Environemntal Express
$2,622.00		421-4010-536.56-15	PO # 78850-Samsara
$23,300.00		421-4020-536.31-00	PO # 79506-Xylem Ozone Condition Assessment
$15,739.00		421-4020-536.31-03	PO # 77434-Jacobs Engineering
$4.00		421-4020-536.31-03	PO # 78697-Jacobs Engineering
$7,107.00		421-4020-536.31-03	PO # 79774-Jacobs Engineering
$31,577.00		421-4020-536.31-03	PO # 79792-Elevated Tank Repairs Design (DYET22)
$1,900.00		421-4020-536.34-00	PO # 77416-Bio-Tech Consulting
$60,940.00		421-4020-536.34-00	PO # 78827-J&M Materials
$29,003.00		421-4020-536.34-00	PO # 79344-Ring Power Corp
$2,900.00		421-4020-536.41-00	PO # 78908-Altaworx
$51,258.00		421-4020-536.46-00	PO # 78729-Connect Consulting
$2,225.00		421-4020-536.46-00	PO # 79668-Fluid Control
$4,740.00		421-4020-536.46-00	PO # 78807-Goodson Paving
$6,096.00		421-4020-536.46-00	PO # 79056-Guardian Equipment
$10,900.00		421-4020-536.46-00	PO # 79624-Universal Control
$27,180.00		421-4020-536.46-00	PO # 79219-Sealing Resources
$1,241.00		421-4020-536.46-00	PO # 79300-Sealing Resources
$3,861.00		421-4020-536.46-00	PO # 79449-Stewarts Electric Motor Works
$2,180.00		421-4020-536.46-00	PO # 79558-Sealing Recourses
$12,125.00		421-4020-536.46-00	PO # 79690-Hayes Pipe Supply Inc.
$7,200.00		421-4020-536.46-00	PO # 79825-JSR Enterprises East Coast
$13,783.00		421-4020-536.46-00	PO # 79842-USA Bluebook
$5,256.00		421-4020-536.52-00	PO # 79822-USA Bluebook
$12,508.00		421-4020-536.52-09	PO # 78605-Tropichem Enterprise
$45,228.00	CA2201	421-4020-536.64-00	PO # 79066-Alan Jay Chevrolet
$75,646.00	CA2201	421-4020-536.64-00	PO # 79069-Alan Jay Chevrolet

$44,176.00	CA2201	421-4020-536.64-00	PO # 79153-Alan Jay Chevrolet
$77,048.00	CA2201	421-4020-536.64-00	PO # 79468-Alan Jay Chevrolet
$39,311.00	CA2201	421-4020-536.64-00	PO # 79933-Alan Jay Chevrolet
$21,429.00		421-4025-536.31-03	PO # 79012-Jacobs Engineering
-$2,126.00		421-4025-536.31-03	PO # 79012-Jacobs Engineering
$1,260.00		421-4025-536.46-00	PO # 78980-Core & Main LP
$77,872.00		421-4025-536.46-00	PO # 79412-Goodson Paving
$28,925.00		421-4025-536.46-00	PO # 79575-Goodson Paving
$26,287.00		421-4025-536.46-00	PO # 79701-Ferguson Enterprises
$77,040.00		421-4025-536.46-00	PO # 79041-Ace Flow Control
$9,540.00		421-4025-536.46-00	PO # 79926-Ferguson Enterprises
$26,471.00		421-4025-536.46-00	PO # 79638-Ferguson Enterprises
$42,366.00	CA2202	421-4025-536.64-00	PO # 79434-Alta Construction
$53,529.00	CA2201	421-4025-536.64-00	PO # 79251-Alan Jay Chevrolet
$52,646.00	CA2201	421-4025-536.64-00	PO # 79091-Alan Jay Chevrolet
$25.00		421-4055-536.31-03	PO # 78602-Carollo Engineer
$38,745.00		421-4055-536.31-03	PO # 78728-Jacobs Engineering
$420,316.00	WS1001	421-4055-536.63-00	PO # 71924-Brandes Design-Build
$3,412.00	WS21LS	421-4055-536.63-00	PO # 78265-Carollo Engineer
$153,504.00	WS21FM	421-4055-536.63-00	PO # 77555-Danus Utilities
$12,780.00	WS21CG	421-4055-536.63-00	PO # 78455-DRMP
$2,017.00	WS21VP	421-4055-536.63-00	PO # 78688-Jacobs Engineering
$21,410.00		421-4120-536.31-03	PO # 78606-Carollo Engineer
$6,974.00		421-4120-536.31-03	PO # 77551-Carollo
$154,830.00		421-4120-536.31-03	PO # 79234-Carollo Engineers - SCADA Design and SDC
$12,031.00		421-4120-536.44-00	PO # 79916-Sims crane & Equipment
$220.00		421-4120-536.44-00	PO # 79906-United Rental
$18,849.00		421-4120-536.46-00	PO # 79253-Barney's Pumps
$1,495.00		421-4120-536.46-00	PO # 79664-Instrument Specialties
$4,047.00		421-4120-536.46-00	PO # 79870-Dittmer A/C
$1,875.00		421-4120-536.52-00	PO # 79866-Rexell USA
$18,456.00		421-4120-536.52-09	PO # 78562-Allied Universal
$109.00		421-4120-536.56-15	PO # 78606-Carollo Engineer
$45,243.00	WS1222	421-4120-536.63-00	PO # 71959-Brandes Design-Build
$44,440.00	CA2201	421-4120-536.64-00	PO # 79136-Alan Jay Chevrolet
$310.00		421-4125-536.31-03	PO # 79411-Carollo Engineer
$901.00		421-4125-536.46-00	PO # 79173-Current Electrical
$26,862.00		421-4125-536.46-00	PO # 79936-Barney's Pump
$125,206.00	WS21SP	421-4125-536.64-15	PO # 79702-Lord & Company
$4,769,168.00	**Total**		
$0.00			

Stormwater

$100,686.00		423-0000-389.99-50	Fund Balance
$1,163.00		423-3570-538.31-00	PO # 78930-Brev Cty BD of Cty Commissioners
$26,074.00		423-3570-538.31-00	PO # 79571-Mead & Hunt
$5,971.00		423-3570-538.34-00	PO # 79622-Future Horizons
$10,650.00		423-3570-538.46-00	PO # 79903-Core & Main LP
$1,467.00		423-3570-538.46-03	PO # 79174-Southern Sewer
$17,087.00	WS21DP	423-3570-538.63-00	PO # 76945-Infrastucture Solution Services

$18.00	SW08PL	423-3570-538.63-00	PO # 78964-Inliner Solutions
$500.00	SW21RE	423-3570-538.63-00	PO # 78295-Mead & Hunt
$26,018.00	SW08PL	423-3570-538.63-00	PO # 79864-Inliner Solutions
$11,738.00	SW22BP	423-3570-538.64-00	PO # 79910-Avanti Company
$201,372.00	**Total**		
$0.00			

Renewal & Replace

$3,233,088.00		424-0000-389.99-50	Fund Balance
$50,510.00	WS16MM	424-4010-536.63-68	PO # 78969-Atlantic development
$2,987.00	WS21WS	424-4020-536.63-00	PO # 78017-CST Industries
$53,950.00	WS21WS	424-4020-536.63-00	PO # 78016-Vortex
-$5,390.00	WS21OU	424-4020-536.63-00	PO # 78445-Vortex
$461,684.00	WS16MM	424-4055-536.63-00	PO # 78969-Atlantic development
$24,158.00	WS21LS	424-4055-536.63-00	PO # 78967-Carollo Engineer
$12,404.00	WS20GS	424-4055-536.63-00	PO # 78454-DRMP
$13,257.00	WS20G2	424-4055-536.63-00	PO # 78454-DRMP
$201,241.00	WS1221	424-4055-536.63-00	PO # 78704-Jabobs Engineering
$76,287.00	WS21SC	424-4055-536.63-00	PO # 78709-Jacobs Engineering
$5,080.00	WS16MM	424-4055-536.63-00	PO # 74901-Mead & Hunt
$19,580.00	WS16MM	424-4055-536.63-00	PO # 78970-Mead & Hunt
$612,357.00	GR2102	424-4055-536.63-06	PO # 79254-Carr & Collier
$65,712.00	GR2108	424-4055-536.63-08	PO # 79493-Tierra
$1,379,704.00	WS1222	424-4120-536.63-00	PO # 79480-E&D Contracting
$88,965.00	WS1222	424-4120-536.63-00	PO # 78276-Trillium Pumps
$97,370.00	WS1222	424-4120-536.63-00	PO # 79678-Woods engineering
$58,468.00	WS0904	424-4125-536.63-00	PO # 79752-Instituform Technology
$14,764.00	WS19MH	424-4125-536.63-00	PO # 79623-Vortex
$6,466,176.00	**Total**		
$0.00			

W/S Restricted Assets

$1,013,208.00	WS1404	423-0000-389.99-50	Fund Balance
$58,769.00	WS1404	426-4055-536.63-00	PO # 74898-CH2M Hill Engineer
$954,439.00	WS1404	426-4055-536.63-00	PO # 76379-CH2M Hill Engineer
$2,026,416.00	**Total**		
$0.00			

Legislation Details (With Text)

File #:	22-669	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/4/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	Bi-Weekly Update Report: October 21, 2022-November 4, 2022. (City Manager)				

Sponsors:

Indexes:

Code sections:

Attachments: Council bi-weekly report template (1) (9).pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 4, 2022
Agenda Date: November 29, 2022
Prepared By: Carie Shealy, City Clerk
Through: Stockton Whitten, City Manager
Requested Action:
Bi-Weekly Update Report: October 21, 2022-November 4, 2022

BACKGROUND:

na

STRATEGIC PLAN CONNECTION:

na

BUDGETARY IMPACT:

na

PREVIOUS ACTION:

na

RECOMMENDED MOTION:

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Bi-Weekly Update Report: October 21, 2022-November 4, 2022

To: Mayor and City Council Members

From: Stockton Whitten, City Manager

Date: October 21, 2022-November 3, 2022

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 the activities departmental staff are involved in. If you have any questions on any of the items, please feel free to contact me.

Administrative Services

- Records request stats: 42 received; 32 closed out; $29.24 collected
- Employment opportunities link: https://www.governmentjobs.com/careers/cocoa
  - 23-005: Backflow Technician, Utilities: Water Field Operations
  - 23-002: Certified Operator A, B, C; Apprentice Operator, Utilities: Sellers
  - 23-009: Dispatcher: Communications Officer, Police: Communications
  - 23-016: Growth & Economic Development Director, Growth & Economic Development Department
  - 23-006: Maintenance Worker I - Field Operations, Utilities: Sewer Field Operations
  - 23-014: Maintenance Worker I-Grounds, Public Works: Grounds
  - 23-004: Maintenance Worker II, Public Works: Storm Water & Streets
  - 22-086: Planner – Senior Planner, Growth and Economic Development
  - 22-084: Planning and Zoning Manager, Growth and Economic Development
  - 23-010: Police Officer, Police: Administration
  - 23-011: Police Officer Trainee, Police: Administration
  - 23-012: School Crossing Guard (Part-Time), Police: Administration
  - 23-008: Utility Mechanic I – Dual, Utilities: Dual
  - 23-007: Utility Mechanic I, Utilities: Water Field Operations
- New employees
  - Nancy Lee, Meter Reader, Finance
  - Jackie Dunn, Utility Field Service Representative, Finance
  - Tsusako Worrells, Staff Accountant, Finance
  - Florence Torbert, Housing Program Coordinator, Community Services

- Marcia Mar□ham, Housin□ Pro□ram Coordinator, Communit□ Services
- Recent promotions
  - Da□ner Roman – Police Lieutenant
  - T□rell Denson – Field Inspector II
- □e□ retirements
  - n□a

City Manager's Office

- □e□ press releases□Cit□o□Cocoa Donates Water to Lee Count□ Residents
- □pcomin□ □vents□
  - □ovem□er 5, 2022 – Citi□ens □cadem□ Session□D□al Water Treatment Facilit□ Tour at 9am
- Social media□e-ne□sletter statistics
  - Face□oo□
    - Post reach□31,264
    - Post en□a□ement□10,378
    - Follo□ers□14,462
  - T□itter
    - Impressions□4,529
    - Follo□ers□2,932
  - Lin□edIn
    - Post impressions□141
    - Follo□ers□952
  - □e□tDoor
    - Impressions□5,401
    - Mem□ers□3,720
  - Octo□er e-ne□sletter (Sent 10□6□22)
    - Sent to 635 contacts
    - 51□ open rate (avera□e open rate □or e-mail mar□etin□ in 2022 is 17□)
  - □e□t printed F□l □e□sletter mails □anuar□1, 2023.
- □pcomin□ special events at Leisure Services □acilities□
  - **Navy Federal Movie Night**
    - November 4, 2022, 5:00 PM - 8:00 PM
    - Cocoa River□ront Par□
  - **Game on Events presents the Riverfront Triathlon**
    - November 6, 2022, 6:45 AM - 10:00 AM
    - Cocoa River□ront Par□
  - **St. Francis Reflections Lights of Life**
    - November 17, 2022, 6:00 PM - 7:00 PM
    - Cocoa River□ront Par□
  - **26.2 CrossFit presents the 2022 Pura Vida Throw Down**
    - November 20, 2022, 8:00 AM - 2:00 PM

- Cocoa River□ront Par□

- **Historic Cocoa Village Mainstreet Shop Small Sip and Stroll**
  - November 26, 2022, 5:00 PM - 9:00 PM
  - M□rt Tharpe S□uare □a□e□o

- **Running Zone Foundation and Space Coast Runners 51st Annual Space Coast Marathon and Half Marathon**
  - November 27, 2022, 3:00 AM - 1:00 PM
  - Cocoa River□ront Par□

Community Services

- Ma□or pro□ect updates
  - Cocoa □rand □partments □85□ complete
  - Inte□ra □partments □40□ complete
  - Cirrus □partments □20□ complete
- □e□ □usinesses –Septem□er 1-30
  - D1 – 6
  - D2 – 1
  - D3 – 5
  - D4 – 0
  - 79 Full Time □32 Part Time emplo□ees added Cit□-□ide
- Permit□Inspection stats
  - 1,536 permits issued in 2022
  - 6,156 inspections in 2022
  - 200 permits under revie□
  - 92 permits issued since Octo□er 1st

Finance

- Old □oe Lee Smith Center RFP pre-proposal meetin□ held on 9□9
- Interim audit is □ein□ per□ormed
- Preparin□ □or 9□30 □ear-end procedures
- Final TRIM hearin□ on 9□27 Cit□ Council meetin□ □or F□23 □ud□et adoption
- Dates□limits □or □ater service interruptions due to non-pa□ment over the holida□s is as □ollo□s□
  - Than□s□ivin□ □ee□ – no interruptions
  - □o interruptions 12□22
  - □o interruption 12□27
  - □o interruption 1□3

Fire Department

- Call stats (Fire MS)
- Inspection stats

MONTHLY FIRE PREVENTION REPORT (September 2022)

- nnual Fire Inspections 72
- e Business Fire Inspections 3
- Re-Inspections Completed 91
- e Construction Insp 10 (1 S Final, 2 Fire larm Rou h-In, 3 Li e Sa et Fire Finals, 1 Fire Sprin ler Final, 1 Hood Inspection, 2 nder round Line Inspection)
- no Bo Installations 4
- Fire Investi ation 2
- Code Investi ation-Complaints 2
- Pu lic ducation Outreach 1 (uardian MF & Pinnacle O one Solutions Fire tin uisher Trainin)
- Meetin -Consultation 4
- Const. Plan Revie 21
- Site Plan Revie 4
- Total Inspections 213

Growth and Economic Development

- Land Development Revie
- onin Te t mendments ein provided to Council or Revie

Information Technology

- Pro ect updates hi hli hts
  - PD Server hard are success ull up raded
  - ITB or replacement Stora e rea et or (S) closed and ids ere opened
  - FSC intern has e un in IT
- Helpdes stats as o 9 8 2022
  - 86 open helpdes tic ets
  - 479 ne tic ets opened in last 30 da s
  - 462 tic ets closed resolved in last 30 da s
  - 4844 tic ets opened in last 365 da s

Police Department

- Activity/Event highlights
  - Attended Leadership Brevard 10/12
  - Attended the Boys and Girls Club Annual Fundraiser Breakfast
  - JAC Board Meeting 10/20
  - BCACOP Meeting 10/26

- Leadership Brevard meeting 10/26
- Boys and Girls Club Board Meeting 10/27
- Cocoa High Guest Speaker 10/28

- New project/training updates
  - Commander Marchica attended IPTM managing the Detective Unit,
  - Sgt. Roman Attended Middle Management
  - Sgt. Roman/Stephenson /Colombo attend IPTM Developing LE Managers
  - Commander Marchica and Lt. Dellatorre attended the updated version for firearms instructors
  - Commander Dovale attended IACP conference/training
- Chief's walk highlights
  - 10/13 District 2 (A, B, C Street)

- Community engagement highlights/events
  - Officer Johnson attended Instructor Technique
  - Officers covered Emma Jewel for several days
  - Attended National Night Out
- Call stats-Crime Stats

	2021 YTD	2022 YTD	Yearly % Change
Murder	1	0	-100%
Sex Offenses	12	6	-50%
Robbery	34	19	-44%
Aggravated Assault/ Stalking	93	130	40%
Total Violent Crimes	140	155	11%
Simple Battery	448	454	1%
Burglary	109	83	-24%
Larceny	640	572	-11%
Motor Vehicle Theft	62	49	-21%
Total Property Crimes	1,259	1,158	-8%
Total	1,399	1,312	-6%

- Code □n□orcement stats□hi□hli□hts□□ctivit□□

□ctive Cases	62
Complied Cases	31
Code Board Cases scheduled □or Octo□er	09
Snipe Si□ns Pulled	72

Hi□hli□hts□

- 618 S. Varr □un□and De□ris on propert□

Public Works

- Ma□or pro□ect updates
  - Hurricane De□ris removal complete
  - Fis□e and Broadmoor □cres – Bids have □een received and under evaluation
  - Par□s Pro□ects
    - □unn□Rios – In Desi□n
    - Provost – In Desi□n
    - Stradle□– In Desi□n
    - Bracco – Decem□er deliver□ □or e□uipment
  - Sta□□has started holida□decorations around the Cit□
- Wor□order stats (received□closed) □rom Octo□er 16 – Octo□er 31
  - 1114 received
  - 115 closed
  - Residential Bul□ □reen Waste Re□uests□15
- Pro□ects o□interest mana□ed □□other a□encies (FDOT, Count□, Bri□htline, etc.)
  - FDOT
    - SR 524 PD&□ Stud□(437983-1) – In Pro□ress
    - SR 501 Sa□et□Pro□ect (447085-1) – In Desi□n
    - □S-1 Draina□e Out□all Reha□(437116-1) – In Construction
    - SR 528 Widenin□and Reconstruction (407402-3) – In Desi□n
    - SR 520 Sa□et□Pro□ect Co□to □urora (445689-1) - In Desi□n
    - SR 520 Sa□et□Pro□ect □urora to Cause□a□(442885-1) - In Desi□n
  - Bri□htline□F□C
    - On-□oin□construction to complete trac□s

Utilities

- Capital Pro□ect □pdates□https□□□□□.cocoa□□or□□1660□□tilities-Capital-Improvement-Pro□ects
- Operations
  - Issued Work Orders – 2,440
  - Completed Work Orders – 2,663
  - Hydrants Flushed – 329
  - Valves Exercised – 255
  - Utility Locate Requests – 4222

Legislation Details (With Text)

File #:	22-684	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/14/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	FY 2023 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Pd 1. October FY 2023 REVENUE Budget Tracking Worksheet.pdf Pd 1. October FY 2023 EXPENSE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: November 29, 2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director

Requested Action:
FY 2023 Budget Adjustment Report

BACKGROUND:

Pursuant to the Cocoa City Charter, Article XII, Section 5.b., the following report details the budget adjustments that were approved in Fiscal Year 2023 thru October 31, 2022.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

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FY 2023 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/25/22	001-0000-331.20-25	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115		269
1 Budget Amendments/Transfers			Division 0000 Total	$14,108	
1 Total Budget Amendments/Transfers			**GENERAL FUND**	**$14,108**	

1 Transfers & Amendments between 10/1/2022 and 10/31/2022

FY 2023 TOTAL TRANSFERS & AMENDMENTS	**14,108**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Page 1

Date: 11/15/2022

FY 2023 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2022

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment			Group #
1203 - INFORMATION TECHNOLOGY						
10/11/22	001-1203-516.24-00	90	TRX GIS ANALYST TO IT	RESO # 2022-103		111
	001-1203-516.23-09	100				
	001-1203-516.23-00	102				
	001-1203-516.23-08	138				
	001-1203-516.23-07	824				
	001-1203-516.27-00	2,400				
	001-1203-516.21-00	4,755				
	001-1203-516.22-00	6,181				
	001-1203-516.23-04	22,361				
	001-1203-516.12-00	56,139				
1	Budget Amendments/Transfers			Division 1203 Total	$93,090	
1600 - GENERAL OPERATIONS						
10/20/22	001-1600-513.52-00	(25,800)	CORR ACTIVITY FOR EM	513 TO 525		207
	001-1600-513.41-00	(12,840)				
	001-1600-513.31-00	(10,000)				
	001-1600-513.55-00	(900)				
	001-1600-513.51-00	(600)				
	001-1600-525.51-00	600				
	001-1600-525.55-00	900				
	001-1600-525.31-00	10,000				
	001-1600-525.41-00	12,840				
	001-1600-525.52-00	25,800				
1	Budget Amendments/Transfers			Division 1600 Total	$0	
1905 - ECONOMIC DEVELOPMENT						
10/11/22	001-1905-515.12-00	(56,139)	TRX GIS ANALYST TO IT	RESO # 2022-103		111
	001-1905-515.23-04	(22,361)				
	001-1905-515.22-00	(6,181)				
	001-1905-515.21-00	(4,755)				
	001-1905-515.27-00	(2,400)				

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/11/22	001-1905-515.23-07	(824)	TRX GIS ANALYST TO IT RESO # 2022-103		111
	001-1905-515.23-08	(138)			
	001-1905-515.23-00	(102)			
	001-1905-515.23-09	(100)			
	001-1905-515.24-00	(90)			
1 Budget Amendments/Transfers			Division 1905 Total	($93,090)	
2100 - POLICE ADMIN/OPERATIONS					
10/25/22	001-2100-521.34-23	14,108	ACCEPT JAG GRANT 2022 RESO # 2022-115		269
1 Budget Amendments/Transfers			Division 2100 Total	$14,108	
4 Total Budget Amendments/Transfers			**GENERAL FUND**	**$14,108**	
3230 - CRA ADMIN/OPERATIONS					
10/03/22	110-3230-559.39-00	(1,912)	CVP STAMPED DESIGN RESO # 22-585		18
	110-3230-559.46-00	1,912			
1 Budget Amendments/Transfers			Division 3230 Total	$0	
1 Total Budget Amendments/Transfers			**CRA COCOA RDA**	**$0**	
4010 - WATER ADMINISTRATION					
10/11/22	421-4010-536.39-00	(50,914)	ADDTL PERMIT RENEWAL RESO # 2022-101		110
	421-4010-536.39-00	(429,872)	ER-RAW WTR PIPES @ WEWA RESO # 2022-108		113
10/25/22	421-4010-536.39-00	(66,004)	EM REPAIRS @ WELL FIELD RESO # 2022-118		270
3 Budget Amendments/Transfers			Division 4010 Total	($546,790)	
4011 - EMERGENCY/DISASTER SVS					
10/11/22	421-4011-525.46-00	429,872	ER-RAW WTR PIPES @ WEWA RESO # 2022-108		113
10/25/22	421-4011-525.46-00	66,004	EM REPAIRS @ WELL FIELD RESO # 2022-118		270
2 Budget Amendments/Transfers			Division 4011 Total	$495,876	
4055 - ENGINEERING					
10/11/22	421-4055-536.31-03	50,914	ADDTL PERMIT RENEWAL RESO # 2022-101		110
1 Budget Amendments/Transfers			Division 4055 Total	$50,914	
6 Total Budget Amendments/Transfers			**WATER/SEWER FUND**	**$0**	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment	Group #
11	**Transfers & Amendments between 10/1/2022 and 10/31/2022**			
			FY 2023 TOTAL TRANSFERS & AMENDMENTS	**14,108**

NOTE: Group #s represent a complete transaction that will net to zero. Add all expenses for each group number, then subtract the revenues related to the same group number and your total will equal zero.

Report: W:\Finance Administration\Budget Tracking Report\FY 2023 - Budget Tracking Worksheets\FY 2023 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoktk

Date: 11/15/2022

Legislation Details (With Text)

File #:	22-685	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/14/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget By Classification Report October 2022.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: November 29, 2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
In accordance with City Code, Section 2-74, at the beginning of each month during the fiscal year, the City Manager shall submit to City Council data showing the relation between the estimated and actual income and expenses to date.

BACKGROUND:

The following reports for the period ending October 2022 (FY23) provide information for the three major funds: General Fund, Water/Sewer Fund, and the Storm Water Fund. This October 2022 (FY23) 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 number of actual revenues collected vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, the annual budget and the unrealized balance.

- Estimated - represents either the current period or year to date prorated budget
- Actual - represents actual revenue received either in the current period or year to date
- % Rev - the percentage of actual revenue received vs. budget
- Annual Estimate - annual budget
- Unrealized Balance - annual estimate (budget less actual year to date received

3. Detail Budget Report Summary by Object
   Summary of expenditures by account description vs. budget for the three major funds: General Fund, Water & Sewer, and Storm Water. This report shows the current period, the year to date totals, encumbrances, the annual budget and the unencumbered balance.
   - Budget - represents either the current period or year to date prorated budget
   - Actual - represents actual cash expenditures either in the current period or year to date
   - % Exp. - the percentage of actual expenditures vs. budget
   - Encumbrance - encumbered amount
   - Annual Budget - annual budget
   - Unencumbered Balance - annual budget less actual year to date actual expenditures plus encumbrances
   - % Budgeted - the percentage of year to date actual expenditures plus encumbrances vs. budget

STRATEGIC PLAN CONNECTION:

Monthly reporting provides staff with an opportunity to monitor expenditure and revenue progression each month, to evaluate anomalies, and to determine corrective action (if necessary) for fiscal responsibility.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item only.

FY 2023 Budget by Classification Report - Summary Listing

10/31/2022

Target for October 2023 is 8%

FUND 001 - GENERAL FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD	% Used/Rec'd
REVENUE					
TAXES	$ 12,144,570	$ -	$ 216,460	$ 11,928,110	2%
OTHER PERMITS AND FEES	$ 5,051,611	$ -	$ 41,935	$ 5,009,676	1%
INTERGOVERNMENTAL	$ 2,500,779	$ -	$ 76,887	$ 2,423,892	3%
CHARGES FOR SERVICES	$ 6,860,492	$ -	$ 604,564	$ 6,255,928	9%
FINES AND FORFEITURES	$ 15,000	$ -	$ 1,309	$ 13,691	9%
MISCELLANEOUS	$ 493,513	$ -	$ 85,807	$ 407,706	17%
OTHER SOURCES (NON-REVENUE)	$ 17,778,861	$ -	$ -	$ 17,778,861	0%
REVENUE TOTALS	**$ 44,844,826**	**$ -**	**$ 1,026,963**	**$ 43,817,863**	**2%**
EXPENSE					
SALARIES AND BENEFITS	$ 27,711,638	$ 3,989	$ 997,438	$ 26,710,211	4%
OPERATING EXPENDITURES	$ 13,584,751	$ 2,512,245	$ 422,824	$ 10,649,682	22%
CAPITAL OUTLAY	$ 798,816	$ 386,751	$ 27,045	$ 385,020	52%
GRANTS, AIDS AND OTHER	$ 2,749,621	$ -	$ -	$ 2,749,621	0%
EXPENSE TOTALS	**$ 44,844,826**	**$ 2,902,985**	**$ 1,447,307**	**$ 40,494,534**	**10%**
REVENUE TOTALS	**$ 44,844,826**	**$ -**	**$ 1,026,963**	**$ 43,817,863**	**2%**
EXPENSE TOTALS	**$ 44,844,826**	**$ 2,902,985**	**$ 1,447,307**	**$ 40,494,534**	**10%**
	$ -	**$ (2,902,985)**	**$ (420,344)**	**$ 3,323,329**	

*Unaudited

CITY OF COCOA, FLORIDA

FUND 001 GENERAL FUND

ACCOUNT	ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
310	TAXES								
311	AD VALOREM								
10 00	CURRENT TAXES	703,214	.00		703,214	.00		8,438,570	8,438,570.00
20 00	DELINQUENT TAXES	1,250	.00		1,250	.00		15,000	15,000.00
25 00	PENALTIES RE: TAXES	1,250	.00		1,250	.00		15,000	15,000.00
30 00	TAX CERTIFICATES	16,666	.00		16,666	.00		200,000	200,000.00
311 **	AD VALOREM	722,380	.00		722,380	.00		8,668,570	8,668,570.00
312	SALES USE AND FUEL TAXES								
41 00	LOCAL OPTION GAS TAX 6 CT	49,166	36,471.13	74	49,166	36,471.13	74	590,000	553,528.87
312 **	SALES USE AND FUEL TAXES	49,166	36,471.13	74	49,166	36,471.13	74	590,000	553,528.87
314	UTILITY SERVICE TAX								
10 00	ELECTRICITY	133,333	.00		133,333	.00		1,600,000	1,600,000.00
30 00	WATER-COCOA	32,083	34,552.14	108	32,083	34,552.14	108	385,000	350,447.86
40 00	GAS	5,000	3,657.85	73	5,000	3,657.85	73	60,000	56,342.15
80 00	PROPANE	2,000	1,361.04	68	2,000	1,361.04	68	24,000	22,638.96
314 **	UTILITY SERVICE TAX	172,416	39,571.03	23	172,416	39,571.03	23	2,069,000	2,029,428.97
315	COMMUNICATION SERVICE TAX								
00 00	COMMUNICATION SERVICE TAX	55,833	56,635.97	101	55,833	56,635.97	101	670,000	613,364.03
315 **	COMMUNICATION SERVICE TAX	55,833	56,635.97	101	55,833	56,635.97	101	670,000	613,364.03
316	LOCAL BUSINESS TAX								
00 00	LOCAL BUSINESS TAX	12,250	83,781.89	684	12,250	83,781.89	684	147,000	63,218.11
316 **	LOCAL BUSINESS TAX	12,250	83,781.89	684	12,250	83,781.89	684	147,000	63,218.11
310 ***	TAXES	1,012,045	216,460.02		1,012,045	216,460.02		12,144,570	11,928,109.98
320	OTHER PERMITS & FEES								
322	BUILDING PERMITS								
322 **	BUILDING PERMITS	0	.00		0	.00		0	.00
323	FRANCHISE FEES								
10 00	ELECTRICITY	108,333	.00		108,333	.00		1,300,000	1,300,000.00
40 00	GAS	7,083	7,009.10	99	7,083	7,009.10	99	85,000	77,990.90
70 00	SOLID WASTE	24,166	24,505.45	101	24,166	24,505.45	101	290,000	265,494.55
323 **	FRANCHISE FEES	139,582	31,514.55	23	139,582	31,514.55	23	1,675,000	1,643,485.45
325	SPECIAL ASSESSMENT								
22 01	FIRE ASSESSMENT	261,467	235.62		261,467	235.62		3,137,611	3,137,375.38
22 02	F ASSMNT DELINQ TAXES	166	.00		166	.00		2,000	2,000.00

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
22 03	F ASSMNT PENALTIES	166	.00		166	.00		2,000	2,000.00
22 04	F ASSMNT TAX CERTS	10,833	.00		10,833	.00		130,000	130,000.00
22 *	FIRE PROTECTION	272,632	235.62		272,632	235.62		3,271,611	3,271,375.38
325 **	SPECIAL ASSESSMENT	272,632	235.62		272,632	235.62		3,271,611	3,271,375.38
329	OTHER PERMITS & FEES								
10 01	FIRE INSPECTION FEES	1,250	9,810.00	785	1,250	9,810.00	785	15,000	5,190.00
10 *	INSPECTION FEES	1,250	9,810.00	785	1,250	9,810.00	785	15,000	5,190.00
25 00	PLANNING AND ZONING	6,250	375.00	6	6,250	375.00	6	75,000	74,625.00
35 00	FIRE INSPECTIONS	1,250	.00		1,250	.00		15,000	15,000.00
329 **	OTHER PERMITS & FEES	8,750	10,185.00	116	8,750	10,185.00	116	105,000	94,815.00
320 ***	OTHER PERMITS & FEES	420,964	41,935.17		420,964	41,935.17		5,051,611	5,009,675.83
330	INTERGOVERNMENTAL REVENUE								
331	FEDERAL GRANTS								
20 15	VOCA-2021-COCOA PD	0	9,420.07		0	9,420.07		0	9,420.07-
20 24	VOCA-2022-COCOA PD-00181	10,727	.00		10,727	.00		128,734	128,734.00
20 25	JAG 2022-22-GG-02810	1,176	.00		1,176	.00		14,108	14,108.00
20 *	PUBLIC SAFETY	11,903	9,420.07	79	11,903	9,420.07	79	142,842	133,421.93
39 12	USDA/FOREST SVC 26866	1,250	.00		1,250	.00		15,000	15,000.00
331 **	FEDERAL GRANTS	13,153	9,420.07	72	13,153	9,420.07	72	157,842	148,421.93
333	PAYMENT IN LIEU OF TAXES								
333 **	PAYMENT IN LIEU OF TAXES	0	.00		0	.00		0	.00
334	STATE GRANT								
334 **	STATE GRANT	0	.00		0	.00		0	.00
335	STATE SHARED REVENUES								
12 00	STATE REVENUE SHARING	45,833	53,644.39	117	45,833	53,644.39	117	550,000	496,355.61
12 20	8TH CNT MUNICIPAL GAS TAX	12,833	13,503.43	105	12,833	13,503.43	105	154,000	140,496.57
12 *	STATE REVENUE SHARING	58,666	67,147.82	115	58,666	67,147.82	115	704,000	636,852.18
14 00	MOBILE HOME LICENSES	2,083	319.54	15	2,083	319.54	15	25,000	24,680.46
15 00	ALCOHOLIC BEVERAGE	2,083	.00		2,083	.00		25,000	25,000.00
18 00	LOCAL GOVERNMENT 1/2 CENT	103,333	.00		103,333	.00		1,240,000	1,240,000.00

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
21	00	FIREFIGHTER SUPPLEMENTAL	1,333	.00		1,333	.00		16,000	16,000.00
29	21	POL PEN STATE CONTR	15,706	.00		15,706	.00		188,476	188,476.00
29	22	FIRE PEN STATE CONTR	10,371	.00		10,371	.00		124,461	124,461.00
29	*	OTHER PUBLIC SAFETY	26,077	.00		26,077	.00		312,937	312,937.00
41	00	FUEL TAX REFUNDS	1,666	.00		1,666	.00		20,000	20,000.00
335	**	STATE SHARED REVENUES	195,241	67,467.36	35	195,241	67,467.36	35	2,342,937	2,275,469.64
337		GRANTS FROM LOCAL UNITS								
30	*	PHYSICAL ENVIRONMENT	0	.00		0	.00		0	.00
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	208,394	76,887.43		208,394	76,887.43		2,500,779	2,423,891.57
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
40	00	CERTIFY/COPY/SEARCH	11,108	47.00		11,108	47.00		133,300	133,253.00
90	12	PASSPORT EXECUTION FEES	250	.00		250	.00		3,000	3,000.00
341	**	GENERAL GOVERNMENT	11,358	47.00		11,358	47.00		136,300	136,253.00
342		PUBLIC SAFETY								
10	00	SVC CHG - LAW ENF SERVICE	9,770	16,937.50	173	9,770	16,937.50	173	117,250	100,312.50
10	02	SCHOOL RES OFFICER	15,625	48,750.00	312	15,625	48,750.00	312	187,500	138,750.00
10	*	SVC CHG - LAW ENF SERVICE	25,395	65,687.50	259	25,395	65,687.50	259	304,750	239,062.50
20	00	SVC CHG - FIRE PROTECTION	0	5,100.00		0	5,100.00		0	5,100.00-
90	00	OTHER PUBLIC SAFETY	83	.00		83	.00		1,000	1,000.00
90	01	FALSE ALARM FEES	625	.00		625	.00		7,500	7,500.00
90	*	OTHER PUBLIC SAFETY	708	.00		708	.00		8,500	8,500.00
342	**	PUBLIC SAFETY	26,103	70,787.50	271	26,103	70,787.50	271	313,250	242,462.50
343		PHYSICAL ENVIRONMENT								
37	10	BREVARD COUNTY	48,870	46,165.68	95	48,870	46,165.68	95	586,440	540,274.32
37	11	ROCKLEDGE	27,150	25,827.63	95	27,150	25,827.63	95	325,800	299,972.37
37	12	SUN LAKE	352	333.60	95	352	333.60	95	4,235	3,901.40
37	13	CLNY PK-M.I.UTIL CO.	179	178.80	100	179	178.80	100	2,150	1,971.20
37	16	COCOA BEACH	10,208	9,894.57	97	10,208	9,894.57	97	122,501	112,606.43
37	17	CAPE CANAVERAL	8,688	8,114.55	93	8,688	8,114.55	93	104,256	96,141.45
37	18	TITUSVILLE	391	374.40	96	391	374.40	96	4,692	4,317.60
37	*	WATER BILLING SERVICES	95,838	90,889.23	95	95,838	90,889.23	95	1,150,074	1,059,184.77

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 01	SERVICE CHARGES	40,000	62,858.99	157	40,000	62,858.99	157	480,000	417,141.01
39 03	ADMIN CHARGES	35,000	41,265.00	118	35,000	41,265.00	118	420,000	378,735.00
39 04	PENALTIES	60,000	44,240.72	74	60,000	44,240.72	74	720,000	675,759.28
39 05	NSF CHECKS	2,500	3,185.11	127	2,500	3,185.11	127	30,000	26,814.89
39 13	HIGH CONSUMP CHGS	291	480.00	165	291	480.00	165	3,500	3,020.00
39 *	WATER OTHER INCOME	137,791	152,029.82	110	137,791	152,029.82	110	1,653,500	1,501,470.18
41 10	SOLID WASTE	206,333	217,209.79	105	206,333	217,209.79	105	2,476,000	2,258,790.21
41 20	RECYCLING REVENUE	32,416	31,585.93	97	32,416	31,585.93	97	389,000	357,414.07
41 30	GREEN WASTE	36,166	36,512.02	101	36,166	36,512.02	101	434,000	397,487.98
41 *	GARBAGE COLLECTION	274,915	285,307.74	104	274,915	285,307.74	104	3,299,000	3,013,692.26
90 01	FDOT MEDIAN MAINT	5,927	.00		5,927	.00		71,130	71,130.00
90 03	FDOT MNT SIGNAL/HWY LIGHT	9,789	.00		9,789	.00		117,479	117,479.00
90 *	OTHER PHYSICAL ENVIRON	15,716	.00		15,716	.00		188,609	188,609.00
343 **	PHYSICAL ENVIRONMENT	524,260	528,226.79	101	524,260	528,226.79	101	6,291,183	5,762,956.21
347	CULTURE/RECREATION								
20 10	GAZEBO-PAVILLION RENTAL	41	154.00	376	41	154.00	376	500	346.00
39 10	PORCHER HOUSE - REVENUES	2,333	650.00	28	2,333	650.00	28	28,000	27,350.00
39 11	TENANT MAINTENANCE FEES	0	99.53		0	99.53		0	99.53-
39 20	COCOA CIVIC CENTER	2,916	150.52	5	2,916	150.52	5	35,000	34,849.48
39 30	RIVERFRONT PARK	916	950.00	104	916	950.00	104	11,000	10,050.00
39 *	OTHER CULTURAL SERVICES	6,165	1,850.05	30	6,165	1,850.05	30	74,000	72,149.95
40 05	SPECIAL EVENT PERMITS	2,500	3,250.00	130	2,500	3,250.00	130	30,000	26,750.00
50 10	EVENT FEES	229	248.82	109	229	248.82	109	2,759	2,510.18
50 30	ADVERTISING/SPONSORSHIPS	416	.00		416	.00		5,000	5,000.00
50 50	MISC FURNISHINGS	625	.00		625	.00		7,500	7,500.00
50 *	SPECIAL REC FACILITIES	1,270	248.82	20	1,270	248.82	20	15,259	15,010.18
347 **	CULTURE/RECREATION	9,976	5,502.87	55	9,976	5,502.87	55	119,759	114,256.13
340 ***	CHARGES FOR SERVICES	571,697	604,564.16		571,697	604,564.16		6,860,492	6,255,927.84
350	FINES AND FORFEITURES								
351	JUDGMENTS AND FINES								
90 00	OTHER	1,250	1,309.14	105	1,250	1,309.14	105	15,000	13,690.86
351 **	JUDGMENTS AND FINES	1,250	1,309.14	105	1,250	1,309.14	105	15,000	13,690.86
350 ***	FINES AND FORFEITURES	1,250	1,309.14		1,250	1,309.14		15,000	13,690.86

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	6,666	.00		6,666	.00		80,000	80,000.00
10 02	INVESTMENT INTEREST	8,333	.00		8,333	.00		100,000	100,000.00
10 10	SBA	50	.00		50	.00		600	600.00
10 11	INTEREST/CBOS	91	.00		91	.00		1,100	1,100.00
10 *	INTEREST	15,140	.00		15,140	.00		181,700	181,700.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	15,140	.00		15,140	.00		181,700	181,700.00
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	11,000	71,403.95	649	11,000	71,403.95	649	132,000	60,596.05
39 10	PORCHER HOUSE	0	1,330.56		0	1,330.56		0	1,330.56-
39 20	CIVIC CENTER	0	660.00		0	660.00		0	660.00-
39 *	RENTALS AND LEASES	0	1,990.56		0	1,990.56		0	1,990.56-
362 **	RENT AND ROYALTIES	11,000	73,394.51	667	11,000	73,394.51	667	132,000	58,605.49
364	DISPOSITION FIXED ASSETS								
364 **	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
365	SALE SURPLUS MTRLS &SCRAP								
365 **	SALE SURPLUS MTRLS &SCRAP	0	.00		0	.00		0	.00
366	CONTRIBUTIONS & DONATIONS								
00 00	CONTRIBUTIONS & DONATIONS	441	646.00	147	441	646.00	147	5,300	4,654.00
10 *	DONATIONS-PRIVATE SOURCES	0	.00		0	.00		0	.00
366 **	CONTRIBUTIONS & DONATIONS	441	646.00	147	441	646.00	147	5,300	4,654.00
368	PENSION CONTRIBUTIONS								
368 **	PENSION CONTRIBUTIONS	0	.00		0	.00		0	.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	100	10.38	10	100	10.38	10	1,200	1,189.62
90 03	CODE ENF ABATE/DEMO REV	8,114	7,404.42	91	8,114	7,404.42	91	97,375	89,970.58
90 04	MISC. POLICE REVENUES	1,165	31.50	3	1,165	31.50	3	13,988	13,956.50

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
90 05	INVESTIGATIVE COSTS REIM	4,537	3,820.04	84	4,537	3,820.04	84	54,450	50,629.96
90 09	PROPERTY REGISTRATION	625	500.00	80	625	500.00	80	7,500	7,000.00
90 *	OTHER MISC REVENUES	14,541	11,766.34	81	14,541	11,766.34	81	174,513	162,746.66
369 **	OTHER MISC REVENUES	14,541	11,766.34	81	14,541	11,766.34	81	174,513	162,746.66
360 ***	MISCELLANEOUS REVENUES	41,122	85,806.85		41,122	85,806.85		493,513	407,706.15
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 10	TRF FROM COCOA CRA (110)	18,566	.00		18,566	.00		222,800	222,800.00
91 *	TRANSFER FROM	18,566	.00		18,566	.00		222,800	222,800.00
94 21	TRANS FR 421 OH ALLOC	632,527	.00		632,527	.00		7,590,331	7,590,331.00
94 23	TRANS FR 423 OH ALLOC	24,801	.00		24,801	.00		297,622	297,622.00
94 *	INTERFUND TRANSFER	657,328	.00		657,328	.00		7,887,953	7,887,953.00
381 **	INTERFUND TRANSFER	675,894	.00		675,894	.00		8,110,753	8,110,753.00
382	CONTRIBUTIONS ENTERPRISE								
40 00	CONTRIBUTIONS (ROI)	587,997	.00		587,997	.00		7,055,971	7,055,971.00
40 01	6% PILOFF	143,350	.00		143,350	.00		1,720,201	1,720,201.00
40 *	CONTRIBUTIONS (ROI)	731,347	.00		731,347	.00		8,776,172	8,776,172.00
382 **	CONTRIBUTIONS ENTERPRISE	731,347	.00		731,347	.00		8,776,172	8,776,172.00
384	DEBT PROCEEDS								
384 **	DEBT PROCEEDS	0	.00		0	.00		0	.00
389	NON OPERATING SOURCES								
99 11	RESTR. CASH CARRY FORWARD	300	.00		300	.00		3,600	3,600.00
99 50	FUND BAL-APPROP. RESERVES	74,028	.00		74,028	.00		888,336	888,336.00
99 *	BALANCE FORWARD	74,328	.00		74,328	.00		891,936	891,936.00
389 **	NON OPERATING SOURCES	74,328	.00		74,328	.00		891,936	891,936.00
380 ***	OTHER SOURCES(NON-REV)	1,481,569	.00		1,481,569	.00		17,778,861	17,778,861.00
FUND TOTAL	GENERAL FUND	3,737,041	1,026,962.77		3,737,041	1,026,962.77		44,844,826	43,817,863.23
GRAND TOTAL		3,737,041	1,026,962.77		3,737,041	1,026,962.77		44,844,826	43,817,863.23

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	75337	32047.00	43	75337	32047.00	43	.00	904093	872046.00	4
11 **	EXECUTIVE SALARIES	75337	32047.00	43	75337	32047.00	43	.00	904093	872046.00	4
12-00	REGULAR SALARIES & WAGES	1129241	467763.50	41	1129241	467763.50	41	.00	13551018	13083254.50	4
12-06	SALARIES/CONTRACTUAL	7024	5029.50	72	7024	5029.50	72	.00	84299	79269.50	6
12-07	EMS 1ST RESPONDER	0	141.00	0	0	141.00	0	.00	0	141.00-	0
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	9420	6930.73	74	9420	6930.73	74	.00	113053	106122.27	6
12-13	COPS CHRP	0	.00	0	0	.00	0	.00	0	.00	0
12 **	REGULAR SALARIES & WAGES	1145685	479864.73	42	1145685	479864.73	42	.00	13748370	13268505.27	4
13-00	OTHER SALARIES & WAGES	107419	41350.14	39	107419	41350.14	39	.00	1289057	1247706.86	3
13 **	OTHER SALARIES & WAGES	107419	41350.14	39	107419	41350.14	39	.00	1289057	1247706.86	3
14-00	OVERTIME	45236	42348.88	94	45236	42348.88	94	.00	542921	500572.12	8
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	45236	42348.88	94	45236	42348.88	94	.00	542921	500572.12	8
15-00	SPECIAL PAY	26510	21321.81	80	26510	21321.81	80	.00	318144	296822.19	7
15 **	SPECIAL PAY	26510	21321.81	80	26510	21321.81	80	.00	318144	296822.19	7
20-00	CLOTHING/SHOE ALLOWANCE	1956	3900.00	199	1956	3900.00	199	.00	23485	19585.00	17
20 **	CLOTHING/SHOE ALLOWANCE	1956	3900.00	199	1956	3900.00	199	.00	23485	19585.00	17
21-00	FICA TAXES	104753	46362.40	44	104753	46362.40	44	.00	1257170	1210807.60	4
21 **	FICA TAXES	104753	46362.40	44	104753	46362.40	44	.00	1257170	1210807.60	4
22-00	RETIREMENT CONTRIBUTIONS	93534	40344.65	43	93534	40344.65	43	.00	1122518	1082173.35	4
22-01	FIRE PENSION	196125	87562.57	45	196125	87562.57	45	.00	2353521	2265958.43	4
22-02	STATE CONTRIBUTIONS	47459	.00	0	47459	.00	0	.00	312937	312937.00	0
22-03	NON-FRS RETIREMENT PLAN	2737	1317.36	48	2737	1317.36	48	.00	32854	31536.64	4
22 **	RETIREMENT CONTRIBUTIONS	339855	129224.58	38	339855	129224.58	38	.00	3821830	3692605.42	3

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	6495	2099.67	32	6495	2099.67	32	.00	78043	75943.33	3
23-02	MEDICARE PART B	35140	42016.36	120	35140	42016.36	120	3988.80	421680	375674.84	11
23-04	MEDICAL	304042	123747.16	41	304042	123747.16	41	.00	3648653	3524905.84	3
23-05	HEALTH GF RETIREES 50%	4471	.00	0	4471	.00	0	.00	53660	53660.00	0
23-06	HEALTH GF RETIREES 100%	23252	.00	0	23252	.00	0	.00	279032	279032.00	0
23-07	DENTAL INSURANCE	15279	4782.23	31	15279	4782.23	31	.00	183490	178707.77	3
23-08	VISION INSURANCE	2809	1383.19	49	2809	1383.19	49	.00	33823	32439.81	4
23-09	LONG TERM DISABILITY	4170	1970.86	47	4170	1970.86	47	.00	50147	48176.14	4
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	395658	175999.47	45	395658	175999.47	45	3988.80	4748528	4568539.73	4
24-00	WORKER'S COMPENSATION	67308	17177.98	26	67308	17177.98	26	.00	807837	790659.02	2
24 **	WORKER'S COMPENSATION	67308	17177.98	26	67308	17177.98	26	.00	807837	790659.02	2
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
27-00	BENEFIT OFFSET	20016	7840.74	39	20016	7840.74	39	.00	240203	232362.26	3
27 **	BENEFIT OFFSET	20016	7840.74	39	20016	7840.74	39	.00	240203	232362.26	3
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	33218	23810.20	72	33218	23810.20	72	248545.93	398639	126282.87	68
31-01	LEGAL EXPENSES	39659	.00	0	39659	.00	0	10443.08	475912	465468.92	2
31-02	MEDICAL SERVICES	3987	1518.65	38	3987	1518.65	38	41421.35	47850	4910.00	90
31-03	ENGINEERING SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-05	EMS 1ST RESPONDER	1158	.00	0	1158	.00	0	13905.00	13905	.00	100
31-06	EDA-04-69-07348 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
31-11	USDA MANAGE FOREST GRANT	2500	.00	0	2500	.00	0	.00	30000	30000.00	0
31-13	FIND BV-C0-20-146 BT RAMP	0	.00	0	0	.00	0	.00	0	.00	0
31-14	FIND BV-CO-20-147 DREDGIN	0	.00	0	0	.00	0	.00	0	.00	0
31-15	FIND BV-CO-21-152 DRG PII	0	.00	0	0	.00	0	.00	0	.00	0
31-16	FIND BV-CO-21-151 BT PII	0	.00	0	0	.00	0	.00	0	.00	0
31-33	EMPLOYEE HEALTH CENTER	30388	.00	0	30388	.00	0	11600.73	364656	353055.27	3
31 **	PROFESSIONAL SERVICES	110910	25328.85	23	110910	25328.85	23	325916.09	1330962	979717.06	26
32-00	ACCOUNTING & AUDITING	6166	.00	0	6166	.00	0	.00	74000	74000.00	0
32 **	ACCOUNTING & AUDITING	6166	.00	0	6166	.00	0	.00	74000	74000.00	0
34-00	CONTRACT SERVICES	87846	23026.72	26	87846	23026.72	26	401985.81	1054248	629235.47	40
34-03	CUSTOMER SERVICE CONTRACT	241750	.00	0	241750	.00	0	.00	2901000	2901000.00	0
34-07	JANITORIAL CONTRACT SVS	0	.00	0	0	.00	0	.00	0	.00	0
34-09	MOWING CONTRACTS	37500	16576.00	44	37500	16576.00	44	330619.54	450000	102804.46	77
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34-23	JAG 2022-22-GG-02810	1176	.00	0	1176	.00	0	.00	14108	14108.00	0
34 **	CONTRACT SERVICES	368272	39602.72	11	368272	39602.72	11	732605.35	4419356	3647147.93	18
39-00	CONTINGENCY	18642	.00	0	18642	.00	0	.00	223713	223713.00	0
39-10	RESERVE CONTINGENCY	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	18642	.00	0	18642	.00	0	.00	223713	223713.00	0
40-00	TRAVEL & PER DIEM	7705	890.00	12	7705	890.00	12	.00	92563	91673.00	1
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 **	TRAVEL & PER DIEM	7705	890.00	12	7705	890.00	12	.00	92563	91673.00	1

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
41-00	COMMUNICATION	16020	13394.44	84	16020	13394.44	84	67504.15	192291	111392.41	42
41-35	VOCA-2022-COCOA PD-00181	90	.00	0	90	.00	0	.00	1080	1080.00	0
41 **	COMMUNICATION	16110	13394.44	83	16110	13394.44	83	67504.15	193371	112472.41	42
42-00	POSTAGE & FREIGHT	39866	9657.25	24	39866	9657.25	24	432307.89	478492	36526.86	92
42 **	POSTAGE & FREIGHT	39866	9657.25	24	39866	9657.25	24	432307.89	478492	36526.86	92
43-00	ELECTRIC/WATER/SEWER	67341	7174.25	11	67341	7174.25	11	142301.66	808120	658644.09	19
43 **	ELECTRIC/WATER/SEWER	67341	7174.25	11	67341	7174.25	11	142301.66	808120	658644.09	19
44-00	RENTALS AND LEASES	17788	36.75	0	17788	36.75	0	8058.88	213492	205396.37	4
44 **	RENTALS AND LEASES	17788	36.75	0	17788	36.75	0	8058.88	213492	205396.37	4
45-00	INSURANCE	53822	11917.20	22	53822	11917.20	22	.00	645660	633742.80	2
45 **	INSURANCE	53822	11917.20	22	53822	11917.20	22	.00	645660	633742.80	2
46-00	REPAIRS & MAINTENANCE	69765	19501.10	28	69765	19501.10	28	185674.49	837222	632046.41	25
46-02	REPAIR/MAINT BUILDING	22428	2890.57	13	22428	2890.57	13	40706.13	269150	225553.30	16
46-03	REPAIR/MAINT-VEHICLES	32918	3141.28	10	32918	3141.28	10	40106.12	395086	351838.60	11
46-05	HYDRANT FEES	20817	20615.36	99	20817	20615.36	99	.00	249805	229189.64	8
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	145928	46148.31	32	145928	46148.31	32	266486.74	1751263	1438627.95	18
47-00	PRINTING & BINDING	14126	638.00	5	14126	638.00	5	150985.58	169587	17963.42	89
47 **	PRINTING & BINDING	14126	638.00	5	14126	638.00	5	150985.58	169587	17963.42	89
48-00	PROMOTIONAL ACTIVITIES	5922	500.24	8	5922	500.24	8	.00	71125	70624.76	1
48-11	BUSINESS ASSIST. PROGRAM	0	.00	0	0	.00	0	.00	0	.00	0
48 **	PROMOTIONAL ACTIVITIES	5922	500.24	8	5922	500.24	8	.00	71125	70624.76	1
49-00	OTHER CHARGES & OBLIG.	19653	10529.32	54	19653	10529.32	54	33433.99	235893	191929.69	19
49-02	ADVERTISING	25	.00	0	25	.00	0	.00	300	300.00	0
49-05	BROWNFIELDS REDEV PROG	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
49-06	BROWNFIELD PROG CITY COST	416	.00	0	416	.00	0	.00	5000	5000.00	0
49-07	BAD DEBT EXPENSE	0	2735.35-	0	0	2735.35-	0	.00	0	2735.35	0
49-08	CASH OVER/SHORT	0	.00	0	0	.00	0	.00	0	.00	0
49-21	PD INVESTIGATIVE FUNDS	1666	.00	0	1666	.00	0	.00	20000	20000.00	0
49-31	OVERHEAD ALLOCATION	0	.00	0	0	.00	0	.00	0	.00	0
49 **	OTHER CHARGES & OBLIG.	21760	7793.97	36	21760	7793.97	36	33433.99	261193	219965.04	16
51-00	OFFICE SUPPLIES	3900	426.53	11	3900	426.53	11	.00	46930	46503.47	1
51 **	OFFICE SUPPLIES	3900	426.53	11	3900	426.53	11	.00	46930	46503.47	1
52-00	OPERATING SUPPLIES	68187	47836.18	70	68187	47836.18	70	161543.79	818364	608984.03	26
52-02	UNIFORMS	5010	401.91	8	5010	401.91	8	25576.76	60137	34158.33	43
52-05	EMS 1st RESP-CONSUM SUPP	4538	3758.58	83	4538	3758.58	83	11746.42	54465	38960.00	29
52-07	JANITORIAL SUPPLIES	4211	2094.52	50	4211	2094.52	50	.00	50555	48460.48	4
52-10	HEATING FUEL	370	.00	0	370	.00	0	5017.95	4443	574.95-	113
52-11	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-12	BULLETPROOF VEST GRANT	1415	.00	0	1415	.00	0	.00	0	.00	0
52-13	VOCA GRANT	0	.00	0	0	.00	0	.00	0	.00	0
52-14	JAG 2020-DJ-BX-0410	0	.00	0	0	.00	0	.00	0	.00	0
52-22	BULLET PROOF V 2020	0	.00	0	0	.00	0	.00	0	.00	0
52-23	BULLET PROOF VEST 2021	0	1176.00	0	0	1176.00	0	24268.00	0	25444.00-	0
52-30	FUEL, OIL, & LUBRICANTS	47672	.00	0	47672	.00	0	.00	572161	572161.00	0
52-33	EMPLOYEE HEALTH CENTER	14700	.00	0	14700	.00	0	15877.19	176400	160522.81	9
52-35	VOCA-2022-COCOA PD-00181	54	.00	0	54	.00	0	.00	651	651.00	0
52 **	OPERATING SUPPLIES	146157	55267.19	38	146157	55267.19	38	244030.11	1737176	1437878.70	17
53-00	ROAD MATERIALS/SUPPLIES	3181	.00	0	3181	.00	0	3998.99	38175	34176.01	11
53 **	ROAD MATERIALS/SUPPLIES	3181	.00	0	3181	.00	0	3998.99	38175	34176.01	11

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
54-00	MEMBERSHIP/PUBLICATIONS	5669	7077.05	125	5669	7077.05	125	600.00	68133	60455.95	11
54 **	MEMBERSHIP/PUBLICATIONS	5669	7077.05	125	5669	7077.05	125	600.00	68133	60455.95	11
55-00	TRAINING	12811	6210.00	49	12811	6210.00	49	8499.30	153840	139130.70	10
55-01	EDA PROGRAM	2583	.00	0	2583	.00	0	.00	31000	31000.00	0
55-22	JAG 21-GG-01363	0	.00	0	0	.00	0	.00	0	.00	0
55-35	VOCA-2022-COCOA PD-00181	116	.00	0	116	.00	0	.00	1397	1397.00	0
55 **	TRAINING	15510	6210.00	40	15510	6210.00	40	8499.30	186237	171527.70	8
56-15	IT-RELATED OPERATING EXP	64591	190761.26	295	64591	190761.26	295	95516.53	775203	488925.21	37
56 **	TECHNOLOGY SYSTEMS	64591	190761.26	295	64591	190761.26	295	95516.53	775203	488925.21	37
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
58-98	EQUIPMENT	0	.00	0	0	.00	0	.00	0	.00	0
58-99	OTHER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
58 **	WORK ORDER CHARGES	0	.00	0	0	.00	0	.00	0	.00	0
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
62-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
62 **	BUILDINGS	0	.00	0	0	.00	0	.00	0	.00	0
63-00	INFRASTRUCTURE	25000	.00	0	25000	.00	0	94048.07	300000	205951.93	31
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63-13	FIND BV-CO-20-146 BT RAMP	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
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 **	INFRASTRUCTURE	25000	.00	0	25000	.00	0	94048.07	300000	205951.93	31
64-00	MACHINERY AND EQUIPMENT	33649	27045.00	80	33649	27045.00	80	292702.92	403816	84068.08	79
64-01	JAG GRANT	0	.00	0	0	.00	0	.00	0	.00	0
64-15	IT HARDWARE	7916	.00	0	7916	.00	0	.00	95000	95000.00	0
64-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY AND EQUIPMENT	41565	27045.00	65	41565	27045.00	65	292702.92	498816	179068.08	64
68-10	SFTWR & OTHER INTANGIBLES	0	.00	0	0	.00	0	.00	0	.00	0
68 **	INTANGIBLE ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
71-00	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
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	103751	.00	0	103751	.00	0	.00	1245020	1245020.00	0
81 **	AIDS TO GOVT AGENCY	103751	.00	0	103751	.00	0	.00	1245020	1245020.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID PRIVATE ORGANIZATION	0	.00	0	0	.00	0	.00	0	.00	0
83-00	OTHER GRANTS & AIDS	0	.00	0	0	.00	0	.00	0	.00	0
83-01	MISC GRANTS/DONATIONS	4166	.00	0	4166	.00	0	.00	50000	50000.00	0
83-11	UPSTART COCOA PROGRAM	1041	.00	0	1041	.00	0	.00	12500	12500.00	0
83 **	OTHER GRANTS & AIDS	5207	.00	0	5207	.00	0	.00	62500	62500.00	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
91-03	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	0	.00	0	.00	0	.00	0
91-11	TO DIAMOND SQ (111)	0	.00	0	0	.00	0	.00	0	.00	0
91-12	TO US 1 CRA (112)	0	.00	0	0	.00	0	.00	0	.00	0
91-20	TO GF DEBT SVC (201)	120175	.00	0	120175	.00	0	.00	1442101	1442101.00	0
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
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	120175	.00	0	120175	.00	0	.00	1442101	1442101.00	0
FUND 001	TOTAL *********										
	GENERAL FUND	3759630	1447306.74	39	3759630	1447306.74	39	2902985.05	44844826	40494534.21	10
GRAND	TOTAL *********										
		3759630	1447306.74	39	3759630	1447306.74	39	2902985.05	44844826	40494534.21	10

FY 2023 Budget by Classification Report - Summary Listing

10/31/2022

Target for October 2023 is 8%

FUND 421 - WATER/SEWER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
CHARGES FOR SERVICES	$ 72,221,630	$ -	$ 5,808,788	$ 66,412,842	8%
INTERGOVERNMENTAL/GRANTS	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 310,112	$ -	$ 33,874	$ 276,238	11%
OTHER SOURCES (*NON-REVENUE)	$ 10,294,631	$ -	$ -	$ 10,294,631	0%
REVENUE TOTALS	**$ 82,826,373**	**$ -**	**$ 5,842,662**	**$ 76,983,711**	**7%**
EXPENSE					
SALARIES AND BENEFITS	$ 19,201,399	$ -	$ 739,430	$ 18,461,969	4%
OPERATING EXPENDITURES	$ 21,880,846	$ 7,235,577	$ 740,569	$ 13,904,700	36%
CAPITAL OUTLAY	$ 2,668,410	$ 1,390,215	$ 50,228	$ 1,227,967	54%
GRANTS, AIDS AND OTHER	$ 39,075,718	$ -	$ 1,600	$ 39,074,118	0%
EXPENSE TOTALS	**$ 82,826,373**	**$ 8,625,792**	**$ 1,531,827**	**$ 72,668,754**	12%
REVENUE TOTALS	**$ 82,826,373**	**$ -**	**$ 5,842,662**	**$ 76,983,711**	**7%**
EXPENSE TOTALS	**$ 82,826,373**	**$ 8,625,792**	**$ 1,531,827**	**$ 72,668,754**	**12%**
**	**$ -**	**$ (8,625,792)**	**$ 4,310,835**	**$ 4,314,957**	

**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
320		OTHER PERMITS & FEES								
324		IMPACT FEES								
	03 *	IMPACT FEES - RETAIL BLDG	0	.00		0	.00		0	.00
324	**	IMPACT FEES	0	.00		0	.00		0	.00
320	***	OTHER PERMITS & FEES	0	.00		0	.00		0	.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
334		STATE GRANT								
334	**	STATE GRANT	0	.00		0	.00		0	.00
337		GRANTS FROM LOCAL UNITS								
337	**	GRANTS FROM LOCAL UNITS	0	.00		0	.00		0	.00
330	***	INTERGOVERNMENTAL REVENUE	0	.00		0	.00		0	.00
340		CHARGES FOR SERVICES								
343		PHYSICAL ENVIRONMENT								
	31 00	WATER SALES	5,052,604	4,839,837.87	96	5,052,604	4,839,837.87	96	60,631,253	55,791,415.13
	33 00	WATER CONNECTION FEE	47,267	35,480.00	75	47,267	35,480.00	75	567,211	531,731.00
	36 00	WATER HYDRANT FEES	327,416	331,119.76	101	327,416	331,119.76	101	3,928,996	3,597,876.24
	39 06	HYDRANT RESID FLOW TEST	141	1,540.00	1092	141	1,540.00	1092	1,696	156.00
	39 07	BACKFLOW DEVICE TEST	12,808	18,248.41	143	12,808	18,248.41	143	153,700	135,451.59
	39 08	JUMPER METERS	61	500.00	820	61	500.00	820	742	242.00
	39 09	PLAN REVIEW/CONST INSPECT	1,060	6,440.00	608	1,060	6,440.00	608	12,720	6,280.00
	39 10	BACKFLOW PRV/RLCT TEMP	44	215.42	490	44	215.42	490	530	314.58
	39 *	WATER OTHER INCOME	14,114	26,943.83	191	14,114	26,943.83	191	169,388	142,444.17
	51 00	SEWER SALES	541,569	544,471.86	101	541,569	544,471.86	101	6,498,835	5,954,363.14
	51 *	SEWER SALES	541,569	544,471.86	101	541,569	544,471.86	101	6,498,835	5,954,363.14
	59 01	GREASE TRAP PERMITS	547	744.48	136	547	744.48	136	6,572	5,827.52
	60 00	REUSE WATER SALES	34,329	30,336.56	88	34,329	30,336.56	88	411,955	381,618.44
	60 01	REUSE WATER INSTALLATION	618	146.36-	24	618	146.36-	24	7,420	7,566.36
	60 *	REUSE WATER SALES	34,947	30,190.20	86	34,947	30,190.20	86	419,375	389,184.80
343	**	PHYSICAL ENVIRONMENT	6,018,464	5,808,788.00	97	6,018,464	5,808,788.00	97	72,221,630	66,412,842.00
340	***	CHARGES FOR SERVICES	6,018,464	5,808,788.00		6,018,464	5,808,788.00		72,221,630	66,412,842.00

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
360	MISCELLANEOUS REVENUES								
361	INTEREST & OTHER EARNINGS								
10 02	INVESTMENT INTEREST	20,320	.00		20,320	.00		243,849	243,849.00
10 *	INTEREST	20,320	.00		20,320	.00		243,849	243,849.00
40 *	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361 **	INTEREST & OTHER EARNINGS	20,320	.00		20,320	.00		243,849	243,849.00
362	RENT AND ROYALTIES								
00 00	RENT AND ROYALTIES	114	.00		114	.00		1,378	1,378.00
362 **	RENT AND ROYALTIES	114	.00		114	.00		1,378	1,378.00
364	DISPOSITION FIXED ASSETS								
10 00	GAIN/(LOSS)SALE OF F/A	833	.00		833	.00		10,000	10,000.00
364 **	DISPOSITION FIXED ASSETS	833	.00		833	.00		10,000	10,000.00
365	SALE SURPLUS MTRLS &SCRAP								
00 00	SALE SURPLUS MTRLS &SCRAP	265	.00		265	.00		3,180	3,180.00
365 **	SALE SURPLUS MTRLS &SCRAP	265	.00		265	.00		3,180	3,180.00
369	OTHER MISC REVENUES								
90 00	OTHER MISC REVENUES	4,308	12,535.87	291	4,308	12,535.87	291	51,705	39,169.13
90 *	OTHER MISC REVENUES	4,308	12,535.87	291	4,308	12,535.87	291	51,705	39,169.13
96 00	INSURANCE REFUND/PROCEEDS	0	21,338.00		0	21,338.00		0	21,338.00-
369 **	OTHER MISC REVENUES	4,308	33,873.87	786	4,308	33,873.87	786	51,705	17,831.13
360 ***	MISCELLANEOUS REVENUES	25,840	33,873.87		25,840	33,873.87		310,112	276,238.13
380	OTHER SOURCES(NON-REV)								
381	INTERFUND TRANSFER								
91 *	TRANSFER FROM	0	.00		0	.00		0	.00
381 **	INTERFUND TRANSFER	0	.00		0	.00		0	.00
383	INSTLMT PURCH/CAP LEASE								
383 **	INSTLMT PURCH/CAP LEASE	0	.00		0	.00		0	.00

CITY OF COCOA, FLORIDA

FUND 421 WATER/SEWER FUND

ACCOUNT	ACCOUNT DESCRIPTION	********** CURRENT ********** ESTIMATED	ACTUAL	%REV	******** YEAR-TO-DATE ******** ESTIMATED	ACTUAL	%REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
389	NON OPERATING SOURCES								
99 50	FUND BAL-APPROP. RESERVES	857,885	.00		857,885	.00		10,294,631	10,294,631.00
99 *	BALANCE FORWARD	857,885	.00		857,885	.00		10,294,631	10,294,631.00
389 **	NON OPERATING SOURCES	857,885	.00		857,885	.00		10,294,631	10,294,631.00
380 ***	OTHER SOURCES(NON-REV)	857,885	.00		857,885	.00		10,294,631	10,294,631.00
FUND TOTAL	WATER/SEWER FUND	6,902,189	5,842,661.87		6,902,189	5,842,661.87		82,826,373	76,983,711.13
GRAND TOTAL		6,902,189	5,842,661.87		6,902,189	5,842,661.87		82,826,373	76,983,711.13

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	13880	6388.80	46	13880	6388.80	46	.00	166565	160176.20	4
11 **	EXECUTIVE SALARIES	13880	6388.80	46	13880	6388.80	46	.00	166565	160176.20	4
12-00	REGULAR SALARIES & WAGES	940258	378135.02	40	940258	378135.02	40	.00	11283154	10905018.98	3
12-10	SALARY ADJUSTMENTS	0	.00	0	0	.00	0	.00	0	.00	0
12-12	ACCRUAL PAYOUTS	0	5967.82	0	0	5967.82	0	.00	0	5967.82-	0
12 **	REGULAR SALARIES & WAGES	940258	384102.84	41	940258	384102.84	41	.00	11283154	10899051.16	3
13-00	OTHER SALARIES & WAGES	47573	20527.65	43	47573	20527.65	43	.00	570891	550363.35	4
13 **	OTHER SALARIES & WAGES	47573	20527.65	43	47573	20527.65	43	.00	570891	550363.35	4
14-00	OVERTIME	56412	35864.63	64	56412	35864.63	64	.00	676990	641125.37	5
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	56412	35864.63	64	56412	35864.63	64	.00	676990	641125.37	5
15-00	SPECIAL PAY	175	175.00	100	175	175.00	100	.00	2100	1925.00	8
15 **	SPECIAL PAY	175	175.00	100	175	175.00	100	.00	2100	1925.00	8
20-00	CLOTHING/SHOE ALLOWANCE	1941	120.00	6	1941	120.00	6	.00	23300	23180.00	1
20 **	CLOTHING/SHOE ALLOWANCE	1941	120.00	6	1941	120.00	6	.00	23300	23180.00	1
21-00	FICA TAXES	79902	33833.13	42	79902	33833.13	42	.00	958865	925031.87	4
21 **	FICA TAXES	79902	33833.13	42	79902	33833.13	42	.00	958865	925031.87	4
22-00	RETIREMENT CONTRIBUTIONS	128105	121121.74	95	128105	121121.74	95	.00	1537298	1416176.26	8
22-01	POLICE/FIRE	0	.00	0	0	.00	0	.00	0	.00	0
22-03	NON FRS RETIREMENT CONT	436	195.84	45	436	195.84	45	.00	5237	5041.16	4
22 **	RETIREMENT CONTRIBUTIONS	128541	121317.58	94	128541	121317.58	94	.00	1542535	1421217.42	8
23-00	INSURANCES	4050	1486.22	37	4050	1486.22	37	.00	48634	47147.78	3
23-02	RETIREES OTHER INSURANCES	12884	14850.61	115	12884	14850.61	115	.00	154616	139765.39	10
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	235210	98245.11	42	235210	98245.11	42	.00	2822567	2724321.89	4

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
23-05	HEALTH RETIREES 50%	1206	.00	0	1206	.00	0	.00	14478	14478.00	0
23-06	HEALTH RETIREES 100%	3577	.00	0	3577	.00	0	.00	42928	42928.00	0
23-07	DENTAL INSURANCE	11017	3899.53	35	11017	3899.53	35	.00	132239	128339.47	3
23-08	VISION INSURANCE	2060	904.42	44	2060	904.42	44	.00	24749	23844.58	4
23-09	LONG TERM DISABILITY	3093	1533.19	50	3093	1533.19	50	.00	37176	35642.81	4
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	273097	120919.08	44	273097	120919.08	44	.00	3277387	3156467.92	4
24-00	WORKER'S COMPENSATION	43414	10812.22	25	43414	10812.22	25	.00	521012	510199.78	2
24 **	WORKER'S COMPENSATION	43414	10812.22	25	43414	10812.22	25	.00	521012	510199.78	2
25-00	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
25 **	UNEMPLOYMENT COMPENSATION	833	.00	0	833	.00	0	.00	10000	10000.00	0
26-00	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
26 **	OPEB HEALTH EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
27-00	BENEFIT OFFSET	14050	5369.00	38	14050	5369.00	38	.00	168600	163231.00	3
27 **	BENEFIT OFFSET	14050	5369.00	38	14050	5369.00	38	.00	168600	163231.00	3
31-00	PROFESSIONAL SERVICES	23087	7340.00	32	23087	7340.00	32	85267.65	277050	184442.35	33
31-01	LEGAL EXPENSES	35416	.00	0	35416	.00	0	70654.74	425000	354345.26	17
31-02	MEDICAL SERVICES	0	.00	0	0	.00	0	.00	0	.00	0
31-03	ENGINEERING SERVICES	116158	.00	0	116158	.00	0	1024853.88	1393914	369060.12	74
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	8345.11	0	8345.11-	0
31 **	PROFESSIONAL SERVICES	174661	7340.00	4	174661	7340.00	4	1189121.38	2095964	899502.62	57
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

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
34-00	CONTRACT SERVICES	150004	20830.54	14	150004	20830.54	14	301635.70	1800075	1477608.76	18
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	150004	20830.54	14	150004	20830.54	14	301635.70	1800075	1477608.76	18
39-00	CONTINGENCY	43035	.00	0	43035	.00	0	.00	516433	516433.00	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	43035	.00	0	43035	.00	0	.00	516433	516433.00	0
40-00	TRAVEL AND PER DIEM	1450	.00	0	1450	.00	0	.00	17438	17438.00	0
40-01	CAR ALLOWANCE	0	.00	0	0	.00	0	.00	0	.00	0
40 **	TRAVEL AND PER DIEM	1450	.00	0	1450	.00	0	.00	17438	17438.00	0
41-00	COMMUNICATION	21665	4176.69	19	21665	4176.69	19	66309.33	260007	189520.98	27
41 **	COMMUNICATION	21665	4176.69	19	21665	4176.69	19	66309.33	260007	189520.98	27
42-00	FREIGHT & POSTAGE SERVICE	976	724.36	74	976	724.36	74	.00	11740	11015.64	6
42 **	FREIGHT & POSTAGE SERVICE	976	724.36	74	976	724.36	74	.00	11740	11015.64	6
43-00	ELECTRIC/WATER/SEWER	194158	1259.56	1	194158	1259.56	1	105743.22	2329924	2222921.22	5
43 **	ELECTRIC/WATER/SEWER	194158	1259.56	1	194158	1259.56	1	105743.22	2329924	2222921.22	5
44-00	RENTAL AND LEASES	3027	.00	0	3027	.00	0	.00	36350	36350.00	0
44-21	DUKE ENERGY-GENERATOR	0	.00	0	0	.00	0	.00	0	.00	0
44 **	RENTAL AND LEASES	3027	.00	0	3027	.00	0	.00	36350	36350.00	0
45-00	INSURANCE	58807	8200.54	14	58807	8200.54	14	.00	705688	697487.46	1
45 **	INSURANCE	58807	8200.54	14	58807	8200.54	14	.00	705688	697487.46	1
46-00	REPAIRS & MAINTENANCE	535401	215650.00	40	535401	215650.00	40	375676.43	6424860	5833533.57	9
46-02	REPAIR/MAINT BUILDING	12352	1361.76	11	12352	1361.76	11	.00	148244	146882.24	1
46-03	REPAIR/MAINT-VEHICLES	24605	.00	0	24605	.00	0	.00	295302	295302.00	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
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	572358	217011.76	38	572358	217011.76	38	375676.43	6868406	6275717.81	9
47-00	PRINTING & BINDING	615	.00	0	615	.00	0	10000.00	7420	2580.00-	135
47 **	PRINTING & BINDING	615	.00	0	615	.00	0	10000.00	7420	2580.00-	135
48-00	PROMOTIONAL ACTIVITIES	1666	350.00	21	1666	350.00	21	860.00	20000	18790.00	6
48 **	PROMOTIONAL ACTIVITIES	1666	350.00	21	1666	350.00	21	860.00	20000	18790.00	6
49-00	OTHER CHARGES & OBLIG.	4577	26615.93	582	4577	26615.93	582	1439.10	54978	26922.97	51
49-02	ADVERTISING	0	.00	0	0	.00	0	.00	0	.00	0
49-07	BAD DEBT EXPENSE	0	4884.05-	0	0	4884.05-	0	.00	0	4884.05	0
49-08	CASH OVER & UNDER	0	2.70-	0	0	2.70-	0	.00	0	2.70	0
49-09	DOCUMENT RECORDING CHGS	250	1140.00-	456-	250	1140.00-	456-	.00	3000	4140.00	38-
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.	4827	20589.18	427	4827	20589.18	427	1439.10	57978	35949.72	38
51-00	OFFICE SUPPLIES	1923	172.96	9	1923	172.96	9	.00	23114	22941.04	1
51 **	OFFICE SUPPLIES	1923	172.96	9	1923	172.96	9	.00	23114	22941.04	1
52-00	OPERATING SUPPLIES	65255	34554.40	53	65255	34554.40	53	235448.58	783079	513076.02	35
52-07	JANITORIAL SUPPLIES	769	591.63	77	769	591.63	77	.00	9240	8648.37	6
52-09	CHEMICALS	424075	281882.64	67	424075	281882.64	67	4743364.46	5088904	63656.90	99
52-30	FUEL OIL & LUBRICANTS	59103	.00	0	59103	.00	0	17921.98	709275	691353.02	3
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	11420.39	0	11420.39-	0
52 **	OPERATING SUPPLIES	549202	317028.67	58	549202	317028.67	58	5008155.41	6590498	1265313.92	81
53-00	ROAD MATERIALS/SUPPLIES	3748	3971.89	106	3748	3971.89	106	26028.11	45000	15000.00	67
53 **	ROAD MATERIALS/SUPPLIES	3748	3971.89	106	3748	3971.89	106	26028.11	45000	15000.00	67

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
54-00	MEMBERSHIP/PUBLICATIONS	3477	11403.00	328	3477	11403.00	328	.00	41754	30351.00	27
54 **	MEMBERSHIP/PUBLICATIONS	3477	11403.00	328	3477	11403.00	328	.00	41754	30351.00	27
55-00	TRAINING	5533	20.00	0	5533	20.00	0	3329.76	66418	63068.24	5
55-01	EDA PROGRAM	416	.00	0	416	.00	0	.00	5000	5000.00	0
55 **	TRAINING	5949	20.00	0	5949	20.00	0	3329.76	71418	68068.24	5
56-00	TECHNOLOGY SYSTEMS	0	.00	0	0	.00	0	.00	0	.00	0
56-15	IT-RELATED OPERATING EXP	31802	127489.82	401	31802	127489.82	401	147278.47	381639	106870.71	72
56 **	TECHNOLOGY SYSTEMS	31802	127489.82	401	31802	127489.82	401	147278.47	381639	106870.71	72
59-00	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
59 **	DEPRECIATION EXPENSE	0	.00	0	0	.00	0	.00	0	.00	0
61-00	LAND	0	.00	0	0	.00	0	.00	0	.00	0
61 **	LAND	0	.00	0	0	.00	0	.00	0	.00	0
62-00	BUILDINGS	6124	.00	0	6124	.00	0	.00	73490	73490.00	0
62 **	BUILDINGS	6124	.00	0	6124	.00	0	.00	73490	73490.00	0
63-00	INFRASTRUCTURE	129500	5000.00	4	129500	5000.00	4	778214.03	1554000	770785.97	50
63-06	FDEM H0477 LS#1	0	.00	0	0	.00	0	.00	0	.00	0
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	129500	5000.00	4	129500	5000.00	4	778214.03	1554000	770785.97	50
64-00	MACHINERY & EQUIPMENT	70907	45228.00	64	70907	45228.00	64	486795.06	850920	318896.94	63
64-15	IT HARDWARE	15832	.00	0	15832	.00	0	125205.80	190000	64794.20	66
64 **	MACHINERY & EQUIPMENT	86739	45228.00	52	86739	45228.00	52	612000.86	1040920	383691.14	63
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

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
69-99	CONTRA FIXED ASSETS	0	.00	0	0	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUNDS	0	.00	0	0	.00	0	.00	0	.00	0
71-20	SERIES 2020	0	.00	0	0	.00	0	.00	0	.00	0
71 **	DEBT SERVICE - PRINCIPAL	0	.00	0	0	.00	0	.00	0	.00	0
73-00	OTHER DEBT SERVICE COST	258	1600.00	620	258	1600.00	620	.00	3100	1500.00	52
73 **	OTHER DEBT SERVICE COST	258	1600.00	620	258	1600.00	620	.00	3100	1500.00	52
82-00	AID TO PRIVATE ORGANIZAT	100	.00	0	100	.00	0	.00	1200	1200.00	0
82-01	ECON DEV INCENTIVE CONTR	0	.00	0	0	.00	0	.00	0	.00	0
82 **	AID TO PRIVATE ORGANIZAT	100	.00	0	100	.00	0	.00	1200	1200.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-02	TO GEN FUND ROI (001)	587997	.00	0	587997	.00	0	.00	7055971	7055971.00	0
91-23	TO STORMWATER (423)	0	.00	0	0	.00	0	.00	0	.00	0
91-24	RENEWAL & REPLACE 424	1298000	.00	0	1298000	.00	0	.00	15576000	15576000.00	0
91-25	TO RESTRCTD ASSET (425)	594076	.00	0	594076	.00	0	.00	7128915	7128915.00	0
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	2480073	.00	0	2480073	.00	0	.00	29760886	29760886.00	0
94-01	TXFR TO GF OH ALLOC (001)	632527	.00	0	632527	.00	0	.00	7590331	7590331.00	0
94 **	INTERFUND TRANSFER	632527	.00	0	632527	.00	0	.00	7590331	7590331.00	0
95-01	TXFR TO GF 6% PLOFF (001)	143350	.00	0	143350	.00	0	.00	1720201	1720201.00	0
95 **	NONOPERATING	143350	.00	0	143350	.00	0	.00	1720201	1720201.00	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
FUND 421 TOTAL *********											
	WATER/SEWER FUND	6902097	1531826.90	22	6902097	1531826.90	22	8625791.80	82826373	72668754.30	12
GRAND TOTAL *********											
		6902097	1531826.90	22	6902097	1531826.90	22	8625791.80	82826373	72668754.30	12

FY 2023 Budget by Classification Report - Summary Listing

10/31/2022

Target for October 2023 is 8%

FUND 423 - STORMWATER FUND

	Amended Budget	YTD Encumbrances	YTD Actual Transactions	Budget - YTD Transactions	% Used/Rec'd
REVENUE					
***STORMWATER ASSESSMENT**	$ 2,187,717	$ -	$ -	$ 2,187,717	0%
CHARGES FOR SERVICES	$ -	$ -	$ 12	$ (12)	100%
INTERGOVERNMENTAL/GRANT	$ -	$ -	$ -	$ -	0%
MISCELLANEOUS	$ 5,137	$ -	$ -	$ 5,137	100%
OTHER SOURCES (NON-REVENUE)	$ -	$ -	$ -	$ -	0%
REVENUE TOTALS	**$ 2,192,854**	**$ -**	**$ 12**	**$ 2,192,842**	**0%**
EXPENSE					
SALARIES AND BENEFITS	$ 673,366	$ -	$ 21,762	$ 651,604	3%
OPERATING EXPENDITURES	$ 891,266	$ 61,829	$ 1,418	$ 828,019	7%
CAPITAL OUTLAY	$ 330,600	$ 158,162	$ -	$ 172,438	48%
OTHER SOURCES (NON-REVENUE)	$ 297,622	$ -	$ -	$ 297,622	0%
EXPENSE TOTALS	**$ 2,192,854**	**$ 219,991**	**$ 23,180**	**$ 1,949,683**	**11%**
REVENUE TOTALS	**$ 2,192,854**	**$ -**	**$ 12**	**$ 2,192,842**	**0%**
EXPENSE TOTALS	**$ 2,192,854**	**$ 219,991**	**$ 23,180**	**$ 1,949,683**	**11%**
	$ -	**$ (219,991)**	**$ (23,168)**	**$ 243,159**	

*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	173,540	.00		173,540	.00		2,082,485	2,082,485.00
23	04	TAX CERTIFICATES	8,769	.00		8,769	.00		105,232	105,232.00
23	*	STORMWATER	182,309	.00		182,309	.00		2,187,717	2,187,717.00
325	**	SPECIAL ASSESSMENT	182,309	.00		182,309	.00		2,187,717	2,187,717.00
320	***	OTHER PERMITS & FEES	182,309	.00		182,309	.00		2,187,717	2,187,717.00
330		INTERGOVERNMENTAL REVENUE								
331		FEDERAL GRANTS								
331	**	FEDERAL GRANTS	0	.00		0	.00		0	.00
338		SHARED REVENUE LOCAL UNIT								
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	12.35		0	12.35		0	12.35-
91	*	STORMWATER FEES	0	12.35		0	12.35		0	12.35-
343	**	PHYSICAL ENVIRONMENT	0	12.35		0	12.35		0	12.35-
340	***	CHARGES FOR SERVICES	0	12.35		0	12.35		0	12.35-
360		MISCELLANEOUS REVENUES								
361		INTEREST & OTHER EARNINGS								
10	00	INTEREST	394	.00		394	.00		4,737	4,737.00
10	*	INTEREST	394	.00		394	.00		4,737	4,737.00
40	*	GAIN/(LOSS) SALE INVEST	0	.00		0	.00		0	.00
361	**	INTEREST & OTHER EARNINGS	394	.00		394	.00		4,737	4,737.00

CITY OF COCOA, FLORIDA

FUND 423 STORMWATER UTILITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
364		DISPOSITION FIXED ASSETS								
364	**	DISPOSITION FIXED ASSETS	0	.00		0	.00		0	.00
369		OTHER MISC REVENUES								
90 00		OTHER MISC REVENUES	33	.00		33	.00		400	400.00
369	**	OTHER MISC REVENUES	33	.00		33	.00		400	400.00
360	***	MISCELLANEOUS REVENUES	427	.00		427	.00		5,137	5,137.00
380		OTHER SOURCES(NON-REV)								
381		INTERFUND TRANSFER								
91	*	TRANSFER FROM	0	.00		0	.00		0	.00
381	**	INTERFUND TRANSFER	0	.00		0	.00		0	.00
389		NON OPERATING SOURCES								
99	*	BALANCE FORWARD	0	.00		0	.00		0	.00
389	**	NON OPERATING SOURCES	0	.00		0	.00		0	.00
380	***	OTHER SOURCES(NON-REV)	0	.00		0	.00		0	.00
FUND TOTAL		STORMWATER UTILITY	182,736	12.35		182,736	12.35		2,192,854	2,192,841.65
GRAND TOTAL			182,736	12.35		182,736	12.35		2,192,854	2,192,841.65

FUND 423 STORMWATER UTILITY

ELE OBJ	ACCOUNT DESCRIPTION	******MONTH-TO-DATE******* BUDGET	ACTUAL	%EXP	**********YEAR-TO-DATE******* BUDGET	ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
12-00	REGULAR SALARIES & WAGES	34152	14119.53	41	34152	14119.53	41	.00	409835	395715.47	3
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	34152	14119.53	41	34152	14119.53	41	.00	409835	395715.47	3
13-00	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
13 **	OTHER SALARIES & WAGES	0	.00	0	0	.00	0	.00	0	.00	0
14-00	OVERTIME	573	187.55	33	573	187.55	33	.00	6887	6699.45	3
14-01	COMP TIME	0	.00	0	0	.00	0	.00	0	.00	0
14 **	OVERTIME	573	187.55	33	573	187.55	33	.00	6887	6699.45	3
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	70	.00	0	70	.00	0	.00	840	840.00	0
20 **	CLOTHING/SHOE ALLOWANCE	70	.00	0	70	.00	0	.00	840	840.00	0
21-00	FICA TAXES	2630	1077.24	41	2630	1077.24	41	.00	31561	30483.76	3
21 **	FICA TAXES	2630	1077.24	41	2630	1077.24	41	.00	31561	30483.76	3
22-00	RETIREMENT CONTRIBUTIONS	3792	1701.21	45	3792	1701.21	45	.00	45510	43808.79	4
22-01	GASB68 PENS EXP	0	.00	0	0	.00	0	.00	0	.00	0
22 **	RETIREMENT CONTRIBUTIONS	3792	1701.21	45	3792	1701.21	45	.00	45510	43808.79	4
23-00	INSURANCES	119	54.19	46	119	54.19	46	.00	1437	1382.81	4
23-03	CONTRA CIGNA SAVINGS	0	.00	0	0	.00	0	.00	0	.00	0
23-04	MEDICAL	9216	3166.57	34	9216	3166.57	34	.00	110599	107432.43	3
23-07	DENTAL INSURANCE	353	122.76	35	353	122.76	35	.00	4241	4118.24	3
23-08	VISION INSURANCE	70	24.19	35	70	24.19	35	.00	840	815.81	3
23-09	LONG TERM DISABILITY	121	54.80	45	121	54.80	45	.00	1462	1407.20	4
23-10	FSA HEALTH	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
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	9879	3422.51	35	9879	3422.51	35	.00	118579	115156.49	3
24-00	WORKER'S COMPENSATION	4412	1054.11	24	4412	1054.11	24	.00	52954	51899.89	2
24 **	WORKER'S COMPENSATION	4412	1054.11	24	4412	1054.11	24	.00	52954	51899.89	2
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	600	200.00	33	600	200.00	33	.00	7200	7000.00	3
27 **	BENEFIT OFFSET	600	200.00	33	600	200.00	33	.00	7200	7000.00	3
31-00	PROFESSIONAL SERVICES	17850	.00	0	17850	.00	0	33773.43	214200	180426.57	16
31-01	LEGAL EXPENSES	41	.00	0	41	.00	0	.00	500	500.00	0
31-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	407.98	0	407.98-	0
31 **	PROFESSIONAL SERVICES	17891	.00	0	17891	.00	0	34181.41	214700	180518.59	16
34-00	CONTRACT SERVICES	6583	.00	0	6583	.00	0	5970.29	79000	73029.71	8
34-10	COST OF GENERAL FUND SVCS	0	.00	0	0	.00	0	.00	0	.00	0
34 **	CONTRACT SERVICES	6583	.00	0	6583	.00	0	5970.29	79000	73029.71	8
39-00	CONTINGENCY	25670	.00	0	25670	.00	0	.00	308049	308049.00	0
39 **	CONTINGENCY	25670	.00	0	25670	.00	0	.00	308049	308049.00	0
40-00	TRAVEL & PER DIEM	237	.00	0	237	.00	0	.00	2850	2850.00	0
40 **	TRAVEL & PER DIEM	237	.00	0	237	.00	0	.00	2850	2850.00	0
41-00	COMMUNICATION	173	.00	0	173	.00	0	.00	2076	2076.00	0
41 **	COMMUNICATION	173	.00	0	173	.00	0	.00	2076	2076.00	0
42-00	POSTAGE & FREIGHT	41	.00	0	41	.00	0	.00	500	500.00	0
42 **	POSTAGE & FREIGHT	41	.00	0	41	.00	0	.00	500	500.00	0
43-00	ELECTRIC/WATER/SEWER	1250	179.75	14	1250	179.75	14	851.45	15000	13968.80	7

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
43 **	ELECTRIC/WATER/SEWER	1250	179.75	14	1250	179.75	14	851.45	15000	13968.80	7
44-00	RENTALS AND LEASES	208	.00	0	208	.00	0	.00	2500	2500.00	0
44 **	RENTALS AND LEASES	208	.00	0	208	.00	0	.00	2500	2500.00	0
45-00	INSURANCE	1214	.00	0	1214	.00	0	.00	14568	14568.00	0
45 **	INSURANCE	1214	.00	0	1214	.00	0	.00	14568	14568.00	0
46-00	REPAIRS & MAINTENANCE	7208	576.64	8	7208	576.64	8	13950.00	86500	71973.36	17
46-02	REPAIR/MAINT BUILDING	0	.00	0	0	.00	0	.00	0	.00	0
46-03	REPAIR/MAINT-VEHICLES	8843	.00	0	8843	.00	0	1467.00	106125	104658.00	1
46-15	INSURED VEHICLE ACCIDENT	0	.00	0	0	.00	0	.00	0	.00	0
46 **	REPAIRS & MAINTENANCE	16051	576.64	4	16051	576.64	4	15417.00	192625	176631.36	8
47-00	PRINTING & BINDING	41	.00	0	41	.00	0	.00	500	500.00	0
47 **	PRINTING & BINDING	41	.00	0	41	.00	0	.00	500	500.00	0
49-00	OTHER CHARGES & OBLIG.	22	.00	0	22	.00	0	70.20	267	196.80	26
49-07	BAD DEBT EXPENSE	0	75.12-	0	0	75.12-	0	.00	0	75.12	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.	22	75.12-	342-	22	75.12-	342-	70.20	267	271.92	2-
51-00	OFFICE SUPPLIES	41	.00	0	41	.00	0	.00	500	500.00	0
51 **	OFFICE SUPPLIES	41	.00	0	41	.00	0	.00	500	500.00	0
52-00	OPERATING SUPPLIES	933	86.68	9	933	86.68	9	2799.32	11203	8317.00	26
52-07	JANITORIAL SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
52-30	FUEL OIL & LUBRICANTS	3426	.00	0	3426	.00	0	.00	41118	41118.00	0
52-33	EMPLOYEE HEALTH CENTER	0	.00	0	0	.00	0	557.13	0	557.13-	0
52 **	OPERATING SUPPLIES	4359	86.68	2	4359	86.68	2	3356.45	52321	48877.87	7
53-00	ROAD MATERIALS/SUPPLIES	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
53 **	ROAD MATERIALS/SUPPLIES	0	.00	0	0	.00	0	.00	0	.00	0
54-00	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	62	650.00	1048	.00	750	100.00	87
54 **	MEMBERSHIP/PUBLICATIONS	62	650.00	1048	62	650.00	1048	.00	750	100.00	87
55-00	TRAINING	400	.00	0	400	.00	0	1062.50	4800	3737.50	22
55 **	TRAINING	400	.00	0	400	.00	0	1062.50	4800	3737.50	22
56-15	IT-RELATED OPERATING EXP	21	.00	0	21	.00	0	920.00	260	660.00-	354
56 **	TECHNOLOGY SYSTEMS	21	.00	0	21	.00	0	920.00	260	660.00-	354
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	22500	.00	0	22500	.00	0	146424.00	270000	123576.00	54
63-07	IMPROVE OTHER THAN BLDG	0	.00	0	0	.00	0	.00	0	.00	0
63 **	INFRASTRUCTURE	22500	.00	0	22500	.00	0	146424.00	270000	123576.00	54
64-00	MACHINERY & EQUIPMENT	5050	.00	0	5050	.00	0	11738.00	60600	48862.00	19
64-15	IT HARDWARE	0	.00	0	0	.00	0	.00	0	.00	0
64 **	MACHINERY & EQUIPMENT	5050	.00	0	5050	.00	0	11738.00	60600	48862.00	19
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	.00	0	.00	0	.00	0
69 **	PROPRIETARY FUND	0	.00	0	0	.00	0	.00	0	.00	0
72-00	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
72 **	DEBT SERVICE - INTEREST	0	.00	0	0	.00	0	.00	0	.00	0
91-01	TO GENERAL FUND (001)	0	.00	0	0	.00	0	.00	0	.00	0
91-21	TO WATER SEWER (421)	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
91-30	TO GF CAP PROJ (301)	0	.00	0	0	.00	0	.00	0	.00	0
91 **	INTERFUND TRANSFER	0	.00	0	0	.00	0	.00	0	.00	0
94-01	TXFR TO GF OH ALLOC (001)	24801	.00	0	24801	.00	0	.00	297622	297622.00	0
94 **	INTERFUND TRANSFER	24801	.00	0	24801	.00	0	.00	297622	297622.00	0
FUND 423	TOTAL *********										
	STORMWATER UTILITY	182723	23180.10	13	182723	23180.10	13	219991.30	2192854	1949682.60	11
GRAND	TOTAL *********										
		182723	23180.10	13	182723	23180.10	13	219991.30	2192854	1949682.60	11

Legislation Details (With Text)

File #:	22-686	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/14/2022			**In control:**	City Council
On agenda:	11/29/2022			**Final action:**	
Title:	In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Change Order Authorizations 10-31-22.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2022
Agenda Date: November 29,2022
Prepared By: Colleen Campbell, MBA Senior Budget Analyst
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of October 31, 2022. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

FY2022 Change Orders - CM authorized to execute

applied to contingency | as of: 10/31/2022

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.		FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
SW08PL - CIPP													
Op. Rev.		160,000.00		2022-117									
Project Manag	Bryant Smith	290.75	contingency and other costs authorized										
account #	423-3570-538.63-00	159,709.25	exp authorized before contingency				Cumulative	FY21 Cum	FY22 cum	FY23 cum			
				FY2023	45292	159,709.25	$ 159,709.25			$ 159,709.25			
	Inliner Solutions PO # 80264												
		291											
PW18SM & PW08CG - Paving													
Op. Rev.		60,000		2022-116									
Project Manag	Bryant Smith	783.76	contingency and other costs authorized										
account #	001-3510-541.46-00 (PW18SM)	59,216.24	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	423-3570-538.46-00 (PW08CG)												
				FY2023	45415	59,216.24	$ 59,216.24			$ 59,216.24			
	JMD Global PO # 80269												
		784											
ES22IN - Hurricane Ian													
Op. Rev.		500,000.00		2022-104									
Project Manag	Bryant Smith	200,000.00	contingency and other costs authorized										
account #	001-1601-525.34-00	300,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Thompson Consulting PO #			FY2023	45423	50,000.00	$ 50,000.00			$ 50,000.00			
	CrowderGulf Joint Venture PO # 80220												
		200,000											
PW08SP													
Op. Rev.		300,000.00		2022-097									
Project Manager:	Bryant Smith	4,871.95	contingency and other costs authorized										
account #	001-3510-541.63-00	295,128.05	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	VA Paving			FY2022	45472	295,128.05	$ 295,128.05			$ 295,128.05			
	PO # 80311												
		4,872											
WS17FC													
Op. Rev.		164,105.00		22-084									
Project Manager:		21,405.00	contingency and other costs authorized										
account #	421-4020-536.63-00	142,700.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	CC Control Corp			FY2022	45427	142,700.00	$ 142,700.00		$ 142,700.00		$ 5,000.00	$ -	
	PO# 80167												
		21,405											
SW08PL	Cured In Place Piping												
Op. Rev.		179,333.00		2021-095									
Project Manag	Bryant Smith	3,090.00	contingency and other costs authorized										
account #	423-3570-538.63-00	176,243.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Granite In-Liner			FY2022	43529	146,070.00	$ 176,243.00		$ 176,243.00			$ 150,225.00	
	PO# 78964			C/O #1	44772	4,173.00							
		3,090		C/O #2	44995	26,000.00							
N/A	1113 Abingdon Way Rehabilitation												
Op. Rev.		75,000.00		2022-064									
Project Manag	From CDBG Fund Balance	5,000.00	contingency and other costs authorized										
account #	103-3240-554.83-13 ($4,000)	70,000.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	105-3240-554.83-00 ($66,000)												
	ALGAT Enterprises, Inc			FY2022 - 105	44946	66,000.00	$ 70,000.00		$ 70,000.00			70,000.00	
	PO# 79841			FY2022 - 103	44946	4,000.00							
		5,000											
WS22AR	Rexa Limitorque Actuator												
Op. Rev.		54,723.00		2022-047									
Project Manager:		4,975.00	contingency and other costs authorized										
account #	421-4020-536.64-00	49,748.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
				FY2022			$ 49,748.00		$ 49,748.00			$ -	
	PO#												
		4,975											
PW00CC	HVAC Civic Center												
Op. Rev.		110,895.00		2022-028									
Project Manager:		30,800.00	contingency and other costs authorized										
account #	001-3560-519.64-00	80,095.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Cortez Heating & Air			FY2022	44558	80,095.00	$ 100,890.00		$ 100,890.00				
	PO# 79572			C/O # 1	44656	20,795.00							
		10,005											
GR2108	Fiske Blvd/Broadmoor Acres Drainage Improvement												
Op. Rev.		289,131.70	3/22/2022	2022-025									

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.		FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
Project Manager:		26,284.70	contingency and other costs authorized										
account #	303-3570-538.63-08	262,847.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	424-4055-536.63-08												
	Tiera Inc.			FY2022 - 303	44454	197,135.00 63-08	$ 262,847.00		$ 262,847.00				
	PO# 79493			FY2022-424	44454	65,712.00 63-01							
		26,285											
GR2102	Lift Station #1 Replacement												
Op. Rev.		718,638.00	12/14/2021	2021-124									
Project Manager:		65,331.00	contingency and other costs authorized										
account #	424-4055-536.63-06	653,307.00	exp authorized before contingency				Cumulative		FY22 cum	FY23 cum			
	Carr & Collier			FY2022	44236	653,307.00	$ 653,307.00		$ 653,307.00			$ 38,902.50	
	PO # 079254												
		65,331											
WS18MI	PINEDA												
Op. Rev.		12,066,069.40	11/30/2021	21-112									
Project Manager: City of Melbourne		1,096,915.40	contingency and other costs authorized										
account #	426-4055-536.63-00	10,969,154.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	421-4055-536.63-00												
	City of Melbourne			FY2021	WIRE	10,969,154.00	$ 11,454,346.24	$ 10,969,154.00	$ 485,192.24			$ 485,192.24	$ 10,969,154.00
	WIRE			FY2022	WIRE	399,159.24							
		611,723		CO #2	WIRE	86,033.00							
WS16MM	Marlin Manor												
Op. Rev.		3,528,617.74	10/26/2021	2021-102									
Project Manager:		320,783.43	contingency and other costs authorized										
account #	424-4055-536.63-00	3,207,834.31	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Atlantic Development			FY2022	43818	3,207,834.31	$ 3,238,582.04		$ 3,238,582.04			$ 2,590,069.55	
	PO# 78969			CO #1	44069	15,335.21							
				CO #2	44859	15,412.52							
		290,036											
WS21OU	Ozone												
Op. Rev.		1,187,064.00	8/24/2021	2021-079									
Project Manager:		108,000.00	contingency and other costs authorized										
account #	424-4020-536.63-00	1,079,074.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
				FY2021	43248	1,079,074.00	$ 1,184,041.21		$ 1,184,041.21			$ 1,163,538.80	
	Vortex Services			CO #1	43304	(10.00)							
	PO#78445			CO #2	44000	99,587.30							
				CO #3	45501	5,389.91							
		3,023											
WS21FM - FDOT project SR 528													
Op. Rev.		256,410.00	12/8/2020	2020-250									
Project Manager:		23,310.00	contingency and other costs authorized										
account #	421-4055-536.63-00	233,100.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Danus Utility			FY2021	42151	233,100.00	$ 233,100.00		$ 233,100.00			$ 79,596.96	
	Contractor PO# 77555												
		23,310											
WS1404 - Dyal Security													
Op. Rev.		2,616,301.00	11/10/2020	2020-229									
Project Manager:		237,845.00	contingency and other costs authorized										
account #	426-4055-536.63-00	2,378,456.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	Integrated Fire and Security Solutions			FY2021	42305	2,378,456.00	$ 2,574,101.00	$ 2,378,456.00	$ 195,645.00		$ 1,864.24	$ 1,560,719.51	$ 882,812.20
	Contractor PO# 77691			FY2022 CO # 2	43970	29,228.00							
				FY2022 CO # 3		124,901.00							
				FY2022 CO # 4		13,875.00							
				FY2022 CO # 5		17,550.00							
				FY2022 CO # 6	44125	10,091.00							
		42,200											
WS1222	BNR Process Improvements												
Op. Rev.		2,019,049.00	2/22/2022	2022-018									
Project Manager:		511,048.00	contingency and other costs authorized	2022-092									
account #	424-4120-536.63-00	1,508,001.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			
	E&D Contracting Services Vendor #10461			FY2022	44517	1,508,001.00	$ 1,944,049.00		$ 1,508,001.00	$ 436,048.00		$ 507,911.04	
	PO# 079480			C/O#1	45144	436,048.00							
		511,048											
WS1001	Industrial Park Pump Station												
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138									
Project Manager Utilities		444,500.00	10% contingency authorized			63-00							
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative	FY21 cum	FY22 cum	FY23 cum			

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY21 Cum.	FY22 Cum.		FY2023 Expenditures	FY2022 Expenditures	FY2021 Expenditures
	Brandes Design-Build. PO #67318/69608/71924		FY15 PO Issue	FY 2015	26451	4,445,000.00	4,445,000.00						
	Bid No. B-15-01-COC		*CO #1 for electric actuated butterfly valves*	FY 2015	27931	41,985.41	4,486,985.41						
			CO#2 for necessary modifications to electrical design	FY 2015	28332	14,574.50	4,501,559.91						
	Quentin Hampton P.O. #67460/69493		*PO **65207** FY15 Year-End PO Liquidation*			(1,542,102.38)	2,959,457.53						
			*FY16 PO Issue PO# **67318***	FY2016	29192	**1,542,102.38**	4,501,559.91						
	Mead & Hunt (formerly QLH) PO #70943/71880		*TO 2015-67 P.O. **67455** TO CH2M for Scada Programing*		29315	21,434.07	4,522,993.98						
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09						
	CH2M Hill PO #67455/		*CO # 1 PO **67460** Additional Services Industrial Park*		29593	23,033.00	4,599,028.09						
			*CO#1 PO **67318***		29647	**53,686.38**	4,652,714.47						
	RM Packard $ Assoc. Inc. 73686		*CO#2 install electronic indicators PO **67318***		30007	**8,917.65**	4,661,632.12						
			*CO#2 additional inspection services PO# **67460***		30758	18,000.00	4,679,632.12						
			PO 67318 FY16 Year-End PO Liquidation			(806,347.80)	3,873,284.32						
			PO 67460 FY16 Year-End PO Liquidation			(26,064.34)	3,847,219.98						
			PO 67455 FY16 Year-End PO Liquidation			(12,619.15)	3,834,600.83						
			PO#69493 Quentin Hampton (reissue PO#67460)	FY 2017	31910	26,064.34	3,860,665.17						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97						
			PO#69493 QLH liquidated balance; reissue to Mead and Hunt		33725	(11,284.39)	4,655,728.58						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	11,284.39	4,667,012.97						
							4,667,012.97						
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	(420,315.30)	4,246,697.67						
			PO#70943 Mead & Hunt (reissue PO#69493)		33736	(9,984.39)	4,236,713.28						
			PO#71924 Brandes Design-Build (reissue PO#69608)	FY2018	34892	420,315.30	4,657,028.58						
					34893	9,984.39	$ 4,667,012.97						
			PO#73686	FY2019		1,000.00							
		209,868	^contingency balance-->										