City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Wednesday, November 28, 2018

6:00 PM

Cocoa City Council Chambers

City Council

I. OPENING MATTERS:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

II. APPROVAL OF AGENDA AND MINUTES:

AGENDA:

II.1 18-601 Approve the Agenda for the Regular meeting of November 28, 2018, as presented or with amendments.

Attachments: 11-28-18 Short Agenda.pdf

MINUTES:

III. AWARDS AND PRESENTATIONS:

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

V.1 18-530 Approve Participation in a Cooperative Purchase Agreement for the Purchase of Vehicles and Equipment Utilizing Sourcewell (Formerly NJPA) Contract #120716-NAF through Alan Jay Fleet Sales South, of Sebring Fl. (Public Works Director)

Attachments: 2019 NJPA SOURCEWELL FLORIDA PRICE SCHEDULE v1.0.pdf

fy-2019 - veh-quotes.pdf

FY2019 New Vehicle .pdf

V.2 18-557 Approve Participation in a Piggy-Back Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases Utilizing the Manatee County Service Agreement IFAS #T400065 Effective August 17, 2014 through August 16, 2019. (Utilities Director)

Attachments: Manatee County Contract Addendum #6.pdf
Manatee County Email Approval 10.8.14
Agreement.pdf
Sunstate Manatee county price list good till 2019.pdf

VI. PUBLIC HEARINGS:

VI.1 18-580 Approve a final subdivision consistent with Chapter 18 of the City of Cocoa Code for the City of Cocoa, a 20-lot subdivision consisting of approximately 3.59 acres, Parcel ID No.: 24-36-32-CC-10-1. (Community Services Director)

Attachments: Exhibit A
Rev1 Plat Certificate - 18070008_1
Tax 2018

VI.2 18-585 Approve the Third Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (Community Services Director)

Attachments: Attachment A
Attachment B
Attachment C
Attachment D
Attachment E

VI.3 18-587 Ordinance No. 12-2018/First Reading: Accept the Planning and Zoning Board's recommendation to approve the revised Landscape Ordinance. (Community Services Director)

Attachments: Exhibit A

VI.4 18-595 Ordinance No. 11-2018: Postpone to December 12, 2018 the hearing for a Zoning Map amendment for approximately 27.9 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential). (Community Services Director)

VI.5 18-602 Approve a Modification to The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. and authorize the City Manager to execute the same. (Community Services Director)

Attachments: Exhibit A - Modification to Cottages Development Agreement

Exhibit B - revised DA concept plan page 1

VII. COUNCIL BUSINESS:

VII.1 18-539 Approve the current Code Enforcement lien for the property located at 1040 Azalea Ln be reduced from $732,300 to $4,200.00, subject to the applicant complying with the standard thirty day payment condition and including paying in full the City's existing fixed code enforcement assessment lien recorded against the property in the total amount of $10,561.38 plus any applicable lien interest. (Chief of Police)

Attachments: Lien reduction request.pdf

Staff Report for CEB-LR-1040 Azalea Ln.pdf

1040 Azalea Ln

VII.2 18-542 Approve the current Code Enforcement lien for the property located at 1409 N. Fiske Blvd be reduced from $378,350.00 to $4,200.00, subject to the applicant complying with the standard thirty-day payment condition and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $310.00 plus any applicable lien interest. (Chief of Police)

Attachments: Lien Reduction Request.pdf

Staff Report for CEB-LR-1409 N Fiske Blvd.pdf

1409 N. Fiske Blvd

VII.3 18-553 Consider the reappointment of Mr. Aleck Greenwood as a regular member of the Planning and Zoning Board through November, 2021. (Administrative Services Director)

Attachments: 10_26_18 Application.pdf

Planning and Zoning Roster.pdf

VII.4 18-562 Approve the current Code Enforcement lien for property located at 1333 Audubon Dr. be reduced from $54,350.00 to $2,100.00, as recommended by the Code Enforcement Board, at its regular meeting on October 18, 2018, subject to the applicant complying with the standard thirty-day payment condition, and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $5,789.50 plus any applicable lien interest. (Chief of Police)

Attachments: Lien Reduction Request.pdf
Staff Report for CEB-LR-1333 Audubon Dr.pdf
1333 Audubon Dr.

VIII. CITY BUSINESS:

VIII.1 18-584 Council approval for the City of Cocoa to accept a $77,200 grant award from the Department of Environmental Protection to be used by the Community Services Department, to allow the City Manager to sign an Agreement between the City of Cocoa and the East Central Regional Planning Council to conduct a vulnerability assessment and to approve a Resolution amending the FY2019 budget. (Community Services Director)

Attachments: Exhibit C
Budget Resolution FY 2019.docx
BAF 19-019 -CD-FDEP Grant (11-28-18) Agenda 18-584 - FY19

VIII.2 18-588 Approve a Resolution Amending the Fiscal Year 2018 Budget, from within the Departments' Line Item Accounts, for Payroll, Benefits, Operating, and Capital Accounts, which may have become negative at year end, due to Accruals, Retirement Payouts, Changes in Health Care Benefits, Additional Overtime and Unforeseen Expenses. (Finance Director)

Attachments: Budget Resolution FY 2018.docx
FY18 Year-End Budget Adjustment Transfers
FY18 Year-End Budget Adjustment Amendments

VIII.3 18-589 Approve a Resolution Amending the Fiscal Year 2019 Budget, through the use of Various Fund Balance Reserves created by the new Purchase Order Roll-Over Process. (Finance Director)

Attachments: NEW Budget Resolution FY 2019.docx
BAF 19-023 -FN-FY19 PO Rollover (11-28-18) Agenda - FY19.pdf
FY18 to FY19 Rollover - Open POs

VIII.4 18-590 Approve a Resolution Amending the FY 2019 Budget, accounting for all Bond Series 2018B New Money and moving all Utility Bond Related Project Expense Budgets from Water/Sewer Fund 421, to Water/Sewer Capital Project 2018B Fund 426, and each Funds Respective Fund Balance Reserve Accounts. (Finance Director)

Attachments: NEW Budget Resolution FY 2019.docx
BAF 19-020 -FN-Series 2018B Revenue Bond (11-28-18) Agenda 18-590 - FY1
BAF 19-020 Series 2018B Bond Projects UT (Agenda 18-590).pdf

MULTI-YEAR CONTRACTS:

VIII.5 18-593 Approve adding to the base software package within the multi-year agreement with Tyler Technologies and authorize the City Manager to approve and sign each of the license and maintenance agreements. (Assistant City Manager)

Attachments: Existing New World Software Maintenance Agreement.pdf
Tyler Technologies FY19 Invoice Less Proposed Additions.pdf
PSMA Allocation of Services Form - Cocoa PD - Enterprise CAD Upgrade Servi
New World Quote - Updated18-593.pdf

VIII.6 18-594 Approve a multi-year agreement (36 Months) with Microsoft through CDW-G, Inc. for Microsoft Software, Licenses and Maintenance under the terms and conditions of the National IPA Technology Solutions (2018011-01) government cooperative agreement, authorize the City Manager to finalize the terms of and sign the agreements, and authorize the City Manager to approve potential future additional licenses to be added to the Enterprise Agreement through the annual True-Up program up to $20,000 per year. (Assistant City Manager)

Attachments: CDW Quote.pdf
Microsoft Enterprise Agreement Terms and Conditions .docx
Microsoft Volume Licensing
Microsoft Enterprise Enrollment
Microsoft Enterprise Enrollment Form
18-594 CDW-G Agreement - CDWG Exe_Redacted.pdf
18-594 CDW-G Executive Summary.pdf
Microsoft Amendment ot Contract Documents

VIII.7 18-600 Approval of the multi-year agreement for Neogov dated December 10, 2018 through December 9, 2021 for the City's applicant tracking system and authorize the City Manager to negotiate and execute attorney approved agreement. (Administrative Services Director)

Indexes: staffing

Attachments: City of Cocoa - 3-16-2018
Clear Company Proposal 2018
CivicHR Quote 3YR Option- Cocoa, FL

VIII.8 18-604 Approve a multi-year contract for banking services with Suntrust Bank piggy-backing off the Marion County Clerk of Circuit Court contract RFP12C-183 and authorize the City Manager to sign all the necessary documents. Further, if required by the bank, autohorize the City Manager to approve a banking resolution with the advice of the City Attorney and authorize the Mayor to execute said resolution, if necessary. (Finance Director)

Attachments: Marion County Fee Schedule 2017-2022_1
Marion County Cover Letter
SunTrust-TMMA_1
Marion County Piggyback Approval
Suntrust Approval to Use Marion County Contract 112618.pdf

VIII.9 18-605 Approval of a multi-year contract with Integrity Public Finance Consulting LLC for arbitrage calculation and related Budget Adjustment Forms # 2019-XXX and 2019-XXX utilizing contingency reserves. Also request approval for the Mayor to execute said agreement.

Attachments: Budget Resolution FY 2019.docx
BAF-FN-Arbitrage Calcs-Fund 001 (12-1218)-FY19
Budget Resolution FY 2019.docx
BAF-FN-Arbitrage Calcs-Fund 421 (12-12-18)-FY19
City of Cocoa Revised Eng Ltr (01423307) Unexecuted.doc

IX. INFORMATIONAL AGENDA:

IX.1 18-558 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 10/31/2018. (Finance Director)

Attachments: PO Monthy Report to City Council 10.01.18 thru 10.31.18.pdf

IX.2 18-581 In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (Finance Director)

Attachments: Change Order -Contingency October 2018.pdf

IX.3 18-582 FY 2019 Budget Adjustment Report. (Finance Director)

Attachments: October FY 2019 EXPENSE Budget Tracking Worksheet.pdf
October FY 2019 REVENUE Budget Tracking Worksheet.pdf

X. REPORTS:

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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.

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

Legislation Details (With Text)

File #:	18-601	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/15/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of November 28, 2018, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-28-18 Short Agenda.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2018
Agenda Date: November 28, 2018
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of November 28, 2018, as presented or with amendments.

BACKGROUND:

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

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Agenda for the Regular meeting of November 28, 2018, as presented or with amendments.

powered by Legistar™

AGENDA

CITY OF COCOA
REGULAR MEETING OF THE CITY COUNCIL

November 28, 2018

DATE: November 28, 2018	**LOCATION:** City Council Chambers
TIME: 6:00 p.m.	65 Stone Street, Cocoa

I. OPENING MATTERS:

Call to Order
Invocation
Pledge of Allegiance
Roll Call

II. APPROVAL OF AGENDA AND MINUTES:

1. Agenda: Regular Meeting of November 28, 2018 (18-601)
2. Minutes: N/A

III. AWARDS AND PRESENTATIONS:

None.

IV. DELEGATIONS:

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

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

V. CONSENT AGENDA:

1. Approve Participation in a Cooperative Purchase Agreement for the Purchase of Vehicles and Equipment Utilizing Sourcewell (Formerly NJPA) Contract #120716-NAF through Alan Jay Fleet Sales South, of Sebring Fl. (18-530). (Public Works Director)

2. Approve Participation in a Cooperative Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases Utilizing the Manatee County Service Agreement IFAS #T400065 Effective August 17, 2014 through August 16, 2019. (18-557). (Utilities Director)

VI. PUBLIC HEARINGS:

1. Approve a final subdivision consistent with Chapter 18 of the City of Cocoa Code for the City of Cocoa, a 20-lot subdivision consisting of approximately 3.59 acres, Parcel ID No.: 24-36-32-CC-10-1. (18-580). (Community Services Director)

2. Approve the Third Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (18-585). (Community Services Director)

3. Ordinance No. 12-2018/First Reading: Accept the Planning and Zoning Board's recommendation to approve the revised Landscape Ordinance. (18-587). (Community Services Director)

4. Ordinance No. 11-2018: Postpone to December 12, 2018 the hearing for a Zoning Map amendment for approximately 27.9 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential). (18-595). (Community Services Director)

5. Approve the First Modification to The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. and authorize the City Manager to execute the same. (18-602). (Community Services Director)

VII. COUNCIL BUSINESS:

1. Approve the current Code Enforcement lien for the property located at 1040 Azalea Ln be reduced from $732,300 to $4,200.00, subject to the applicant complying with the standard thirty day payment condition and including paying in full the City's existing fixed code enforcement assessment lien recorded against the property in the total amount of $10,561.38 plus any applicable lien interest. (18-539). (Chief of Police)

2. Approve the current Code Enforcement lien for the property located at 1409 N. Fiske Blvd be reduced from $378,350.00 to $4,200.00, subject to the applicant complying with the standard thirty-day payment condition and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $310.00 plus any applicable lien interest. (18-542). (Chief of Police)

3. Consider the reappointment of Mr. Aleck Greenwood as a regular member of the Planning and Zoning Board through November, 2021. (18-553). (Administrative Services Director)

4. Approve the current Code Enforcement lien for property located at 1333 Audubon Dr. be reduced from $54,350.00 to $2,100.00, as recommended by the Code Enforcement Board, at its regular meeting on October 18, 2018, subject to the applicant complying with the standard thirty-day payment condition, and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $5,789.50 plus any applicable lien interest. (18-562). (Chief of Police)

VIII. CITY BUSINESS:

1. Council approval for the City of Cocoa to accept a $77,200 grant award from the Department of Environmental Protection to be used by the Community Services Department, to allow the City Manager to sign an Agreement between the City of Cocoa and the East Central Regional Planning Council to conduct a vulnerability assessment and to approve a Resolution amending the FY2019 budget. (18-584). (Community Services Director)

2. Approve a Resolution Amending the Fiscal Year 2018 Budget, from within the Departments' Line Item Accounts, for Payroll, Benefits, Operating, and Capital Accounts, which may have become negative at year end, due to Accruals,

Retirement Payouts, Changes in Health Care Benefits, Additional Overtime and Unforeseen Expenses. (18-588). (Finance Director)

3. Approve a Resolution Amending the Fiscal Year 2019 Budget, through the use of Various Fund Balance Reserves created by the new Purchase Order Roll-Over Process. (18-589). (Finance Director)

4. Approve a Resolution Amending the FY 2019 Budget, accounting for all Bond Series 2018B New Money and moving all Utility Bond Related Project Expense Budgets from Water/Sewer Fund 421, to Water/Sewer Capital Project 2018B Fund 426, and each Funds Respective Fund Balance Reserve Accounts. (18-590). (Finance Director)

MULTI-YEAR CONTRACTS:

5. Approve adding to the base software package within the multi-year agreement with Tyler Technologies and authorize the City Manager to approve and sign each of the license and maintenance agreements. (18-593). (Assistant City Manager)

6. Approve a multi-year agreement (36 Months) with Microsoft through CDW-G, Inc. for Microsoft Software, Licenses and Maintenance under the terms and conditions of the National IPA Technology Solutions (2018011-01) government cooperative agreement, authorize the City Manager to finalize the terms of and sign the agreements, and authorize the City Manager to approve potential future additional licenses to be added to the Enterprise Agreement through the annual True-Up program up to $20,000 per year. (18-594). (Assistant City Manager)

7. Approval of the renewal of the Neogov multi-year agreement dated December 10, 2017 through December 9, 2018 for the City's applicant tracking system and authorize the City Manager to sign. (18-600). (Administrative Services Director)

8. Approve a multi-year contract for banking services with Suntrust Bank piggy-backing off the Marion County Clerk of Circuit Court contract RFP12C-183 and authorize the City Manager to sign all the necessary documents. Further, if required by the bank, authorize the City Manager to approve a banking resolution with the advice of the City Attorney and authorize the Mayor to execute said resolution, if necessary. (18-604). (Finance Director)

9. Approval of a multi-year contract with Integrity Public Finance Consulting LLC for arbitrage calculation and related Budget Adjustment Forms # 2019-XXX and 2019-

XXX utilizing contingency reserves. Also request approval for the Mayor to execute said agreement. (18-605). (Finance Director)

IX. INFORMATIONAL AGENDA:

1. Cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 10/31/2018. (18-558). (Finance Director)

2. Approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority. (18-581). (Finance Director)

3. FY 2019 Budget Adjustment Report. (18-582). (Finance Director)

X. REPORTS:

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

XI. ADJOURNMENT.

NOTICE TO THE PUBLIC:

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

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

Members of the public speaking on public hearing items, though entitled to be heard by the City Council, are not entitled to an immediate response by either administrative staff members or

Council once the public hearing is closed; however, Council discussion may or may not include a response. No question by the public should be addressed directly by the Administrative staff.

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

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

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

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

Legislation Details (With Text)

File #:	18-530	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	10/25/2018		**In control:**	City Council	
On agenda:	11/28/2018		**Final action:**		
Title:	Approve Participation in a Cooperative Purchase Agreement for the Purchase of Vehicles and Equipment Utilizing Sourcewell (Formerly NJPA) Contract #120716-NAF through Alan Jay Fleet Sales South, of Sebring Fl. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2019 NJPA SOURCEWELL FLORIDA PRICE SCHEDULE v1.0.pdf fy-2019 - veh-quotes.pdf FY2019 New Vehicle .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 25, 2018
Agenda Date: November 28, 2018
Prepared By: Tony Jones, Fleet Manager
Through: Everett Wegerif P,E., Public Works Director
Requested Action:
Approve Participation in a Cooperative Purchase Agreement for the Purchase of Vehicles and Equipment Utilizing Sourcewell (Formerly NJPA) Contract #120716-NAF through Alan Jay Fleet Sales South, of Sebring Fl.

BACKGROUND:

The City of Cocoa Capital Improvement Program implements a systematic replacement of vehicle and equipment to minimize maintenance cost and equipment down time. Through the CIP Budget process for FY- 2019, 17 vehicles were up for replacement due to age, mileage, hours of operation, repair and maintenance cost, vehicle downtime, equipment obsolescence, or overall poor vehicle condition. Sourcewell (NJPA) competitively bid multiple manufactures and model vehicles, cars, van's, SUV'S and light trucks with related accessories and equipment through bid number 10716. Alan Jay Automotive Network was awarded the bid and contract valid from 1-17-2016 through 1-17-2021.

There is significant price increase of $4,900 to the Ford Police Interceptor Patrol Utility. The base vehicle price went from $28,355 to $33,255. This price is for only the vehicle, and does not include specialized police equipment. The current budget is $33,100 per vehicle with equipment. To meet the FY2019 budget, one administrative / detective vehicle was deferred to FY2020. Fleet will purchase

the police equipment as a direct purchase through the city's normal purchasing procedures, with all the up-fitting, and installation of specialized police equipment being performed with in-house labor, saving the Police Department additional funds.

There is one new vehicle approved in the FY2019 Capital Budget for the Utility Dyal Water Treatment division. A Lawn Maintenance Crew vehicle will support ongoing grounds maintenance at the Dyal plant, well field and other water treatment and ground storage facilities. There are three F250 replacement vehicles.

Two vans were budgeted for the Facilities Division. One of the Facilities vans was changed to a Crew Cab Pickup Truck. This change would help support ongoing Facilities Management operations. The Facilities Mangers Ford F150 would rotate to the Project Manager Vehicle #118, a 2005 Jeep Liberty Sport, which will be auctioned and removed from the fleet due to on-going repair and maintenance issues.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted Yes

		TOTAL UNITS
001-2100-521.6400		
BUDGET	$211,529.	7
PURCHASE	$207,037.	
001-3560-519.6400		2
BUDGET	$66,000.	
PURCHASE	$55,729.	
421-4010-536.6400		2
BUDGET	$41,900.	
PURCHASE	$40,655.	
421-4020-536.6400		4
BUDGET	$144,700.	
PURCHASE	$137,599.	
421-4125-536.6400		
BUDGET	$33,900.	1
PURCHASE	$30,242.	
421-4120-536.6400		
BUDGET	$30,087.	1
PURCHASE	$27,271.	

powered by Legistar™

PREVIOUS ACTION:

NONE

RECOMMENDED MOTION:

Approve Participation in a Cooperative Purchase Agreement for the Purchase of Vehicles and Equipment Utilizing Sourcewell (Formerly NJPA) Contract #120716-NAF, Alan Jay Fleet Sales of South, Sebring Fl.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6794968&GUID=ECBB3EB3-CF88-4903-BFF0-7A3B51504693* is a secure document that has been embedded in this document. Double click the pushpin to view.



ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)	DIRECT	WWW.ALANJAY.COM	Quote 16442-3
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 9/17/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/18/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON TONY JONES EMAIL TJONES@COCOAFL.ORG
PHONE 321-433-8766 MOBILE FAX 321-433-8768

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2018-120716-NAF www.NationalAutoFleetGroup.com

MODEL K8A MSRP $40,615.00

2020 FORD POLICE INTERCEPTOR UTILIT AWD (K8A)

CUSTOMER ID POLICE NJPA PRICE $32,380.00

BED LENGTH SUV

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
UM 96	EXTERIOR COLOR AGATE BLACK WITH INTERIOR BLACK CLOTH BUCKET FRONT/VINYL REAR SEAT	$0.00
99B 44U	3.3L V6 ENGINE WITH 10-SPEED AUTOMATIC TRANSMISSION.	$0.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	$45.00
86P	Pre-drilled hole for side marker police use, does NOT include LED strobe, but includes LED wig-wag functionality (eliminates need to drill housing assemblies and provides LED wig-wag feature)) STANDARD ON 2020 K8A MODEL	$0.00
55F	REMOTE KEYLESS ENTRY (Does Not include PATS, 4-key fobs, key fobs are not fobbed alike when ordered w/Keyed-Alike)	$335.00
51R	DRIVER ONLY LED SPOT LAMP (UNITY)	$390.00
NO CONSOLE	THIS VEHICLE COMES WITH A METAL PLATE FOR MOUNTING AN AFTERMARKET CONSOLE. IT DOES NOT INCLUDE AN ARMREST OR CUPHOLDERS	$0.00
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY, -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies)	$59.00
	FACTORY OPTIONS	**$829.00**

CONTRACT OPTIONS	DESCRIPTION	
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
TEMP	TEMPORARY TAG	$45.25
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$45.25**

TRADE IN **TOTAL COST** $33,254.25

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) QTY 3 **$99,762.75**

Estimated Annual payments for 60 months paid in advance: $7,315.14 Extended: $21,945.41
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell Formerly NJPA — Awarded Contract

PHONE (800) ALANJAY (252-6529)	DIRECT	WWW.ALANJAY.COM	Quote 16444-2
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-838-4999	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	
	FAX 863-402-4221		

ORIGINAL QUOTE DATE 9/17/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/18/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL 1GX69 — MSRP $29,115.00

2019 CHEVY IMPALA 1FL V6

CUSTOMER ID POLICE — NJPA PRICE $21,158.00

BED LENGTH 4DR

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
GAZ H0X	EXTERIOR SUMMIT WHITE WITH JET BLACK/DARK TITANIUM PREMIUM CLOTH/LEATHERETTE SEAT TRIM	$0.00
LFX M7W	3.6L DOHC V6 DI VVT WITH 6-SPD AUTO TRANS	$0.00
	FACTORY OPTIONS	$0.00

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	$45.25

TRADE IN — TOTAL COST $21,203.25

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) QTY 4 $84,813.00

Estimated Annual payments for 60 months paid in advance: $4,664.21 Extended: $18,656.82

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	Quote 16445-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 9/17/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/18/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL RTKH53 **MSRP** $26,250.00

2019 DODGE GRAND CARAVAN WAGON SE (RTKH53)

CUSTOMER ID POLICE **NJPA PRICE** $21,963.00

BED LENGTH VAN

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
PW7 H7X1	EXTERIOR COLOR BRIGHT WHITE CLEARCOAT WITH BLACK/LIGHT GRAYSTONE, CLOTH	$0.00
ERB DG2	3.6L V6 24V VVT ENGINE WITH 6-SPD AUTO TRANS.	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$45.25**

TRADE IN	**TOTAL COST**	$22,008.25
	YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~	$0.00
	TOTAL COST LESS TRADE IN(S) QTY 1	$22,008.25

Estimated Annual payments for 60 months paid in advance: $4,841.29
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Sourcewell formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	Quote 16450-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 9/17/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/25/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL R1Z — **MSRP** $34,085.00

2019 FORD TRANSIT CARGO T-250 LOW ROOF 130"WB 9000GVWR
SWING OUT RH DOOR
(R1Z)

CUSTOMER ID 3560 FACILITIES MANAGEMENT — **NJPA PRICE** $23,091.00

BED LENGTH SWB

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z2 SB	EXTERIOR COLOR FROZEN WHITE WITH EBONY VINYL BUCKET SEATS	$0.00
99M 446	3.7L TI-VCT FFV V6 ENGINE WITH 6-SPD AUTO TRANSMISSION.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
17B	FIXED SIDE AND REAR PASSENGER DOOR GLASS	$245.00
86F	2 ADDITIONAL KEYS (4 TOTAL)	$74.00
	FACTORY OPTIONS	**$319.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
44TRL	KARGO MASTER: Low Roof SWB FORD Full Size Van General Service Package 42"Adjustable Shelf Unit [42" Width x 46" Height x 14" Depth] (48420) x 3 Van Interior Partition x 1 Ford Transit Low Roof Partition Kit: (40640+406TL) Steel 2 Drawer Cabinet [20" Width x 12" Height x 13.5" Depth] (40070) x 1 Steel 3 Drawer Cabinet [20" Width x 12" Height x 13.5" Depth] (40080) x 1 Shelf Dividers 3.5" Tall [Set of 6] (40030) x 1 J Hook [3 Prong] (40060) x 2 Door Kit For 42" Width Shelf Unit (40010) x 2	$2,625.00
4092L + 4081T + 40963	Ladder Rack for Ford Transit Low Roof - Dual Drop Down Mechanism	$1,190.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$3,860.25**

TRADE IN — **TOTAL COST** $27,270.25

YES WE TAKE TRADE INS ~~~~ ASK ABOUT MUNICIPAL FINANCING ~~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** 1 $27,270.25

Estimated Annual payments for 60 months paid in advance: $5,998.80
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	Quote 17275-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 10/22/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/22/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL **W1C** MSRP **$34,695.00**

2019 FORD F-150 CREW CAB 2WD XL 5.5' BED 145" WB (W1C 100A)

CUSTOMER ID **FACILITIES MGR** NJPA PRICE **$23,272.00**

BED LENGTH **5.5'**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ AG	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY VINYL 40/20/40 SPLIT BENCH.	$0.00
99B 446	3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability1 (NA 157" or 163.7" WB) W/ Electronic Six-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Sport (standard w/3.3L V6 PFDI)	$0.00
53A	Trailer Tow Package -inc: Class IV Trailer Hitch Receiver, towing capability up to 5,000 lbs, on 3.5L Ti-VCT engine (998) and 2.7L EcoBoost engine (99P) or up to 7,000 lbs, on 3.5L EcoBoost engine (99G) and 5.0L V8 engine (99F), smart trailer tow connector and 4-pin/7-pin wiring harness, Upgraded Front Stabilizer Bar w/99G,995,99P-inc: Auxiliary Transmission Oil Cooler, Engine Oil Cooler Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54M or 54Y/59S). Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.	$590.00
85A	Manual-folding, Power Glass Sideview Mirrors with Black Skull Caps, Illuminated Entry, MyKey® Owner Controls Feature, Perimeter Alarm, Power Locks with Flip Key and Integrated Key Transmitter kelyess-entry (includes Autolock), Power Tailgate Lock, Power Windows (front on Regular Cab, front and rear on SuperCab and SuperCrew®)	$1,165.00
	FACTORY OPTIONS	**$1,755.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
FS-4LED	Federal Signal 4-Corner LED System Split Amber/White. LED's will be mounted in headlamps and tail lamps where possible, alternate mounting locations may be substituted.	$555.00
BSL1200	1,200LB Capacity Cargo Ease bedslider with 4" sides & tough coating	$1,315.00
R-N-L SHORT	ROLL N LOCK COVER SHORT BOX (toyota / nissan / ford only)	$1,515.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$3,430.25**

TRADE IN **TOTAL COST** **$28,457.25**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY 1** **$28,457.25**

Estimated Annual payments for 60 months paid in advance: $6,259.91
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	Quote 16449-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 9/17/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/18/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL **TJONES@COCOAFL.ORG**
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL **P0G** MSRP **$22,840.00**

2019 FORD FUSION S (P0G)

CUSTOMER ID **4010 UTILITIES ADMIN/LAB** NJPA PRICE **$17,584.00**

BED LENGTH **4DR**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
YZ DE	EXTERIOR COLOR OXFORD WHITE WITH EBONY MED LIGHT STONE CLOTH FRONT BUCKET SEATS	$0.00
997 44W	2.5L IVCT ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$45.25**

TRADE IN **TOTAL COST** **$17,629.25**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$17,629.25**

Estimated Annual payments for 60 months paid in advance: $3,878.01
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Sourcewell formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	Quote 16446-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 9/17/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/18/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL **S6E** MSRP **$24,100.00**

2019 FORD TRANSIT CONNECT CARGO SWB XL 104.8" WB (S6E)

CUSTOMER ID 4010 UTILITIES ADMIN/LAB NJPA PRICE **$22,039.00**

BED LENGTH **SWB**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z2 SB	EXTERIOR COLOR FROZEN WHITE WITH EBONY VINYL BUCKET SEATS	$0.00
992 448	2.0L I4 ENGINE WITH 8-SPEED AUTOMATIC TRANSMISSION.	$0.00
55A	FIXED REAR DOOR GLASS ONLY.	$290.00
59D	2ND ROW FIXED GLASS ON PASSENGER SIDE	$75.00
87R	2 ADDITIONAL KEY FOBS	$60.00
	FACTORY OPTIONS	**$425.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
40670	Ford Transit Connect Partition only with perforated top (door not available on compact cargo)	$515.00
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$560.25**

TRADE IN **TOTAL COST** **$23,024.25**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$23,024.25**

Estimated Annual payments for 60 months paid in advance: $5,064.78
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell Formerly NJPA
Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT		WWW.ALANJAY.COM	Quote 16456-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 9/18/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/18/2018

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL **F2B** MSRP **$35,945.00**

2019 FORD F-250 REGULAR CAB 4WD XL 8' BED 142" WB (F2B 600A)

CUSTOMER ID **4020 DYAL WATER TREATMENT FACILITY** NJPA PRICE **$25,108.00**

BED LENGTH **8'**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	$0.00
996 44S	6.2L EFI V8 ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION.	$0.00
512	SPARE TIRE, WHEEL, CARRIER & JACK Spare tire is standard equipment; becomes optional when 66D pickup box delete is ordered. (Req's 66D)	$290.00
66D	DELETE PICK UP BOX: Deletes tie-down hooks, tailgate and 7/4 pin connector, Rear Bumper, Spare Wheel, Tire, Carrier and Jack. Incomplete vehicle package. Requires further manufacture and certification by a final stage manufacturer.	($500.00)
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
NO PWR	THIS VEHICLE DOES NOT INCLUDE PWR WINDOWS LOCKS OR MIRRORS	$0.00
	FACTORY OPTIONS	**$200.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
6108J	KNAPHEIDE 9' SRW UTILITY BODY PAINTED WHITE TO MATCH CAB OF CHASSIS	$6,730.00
HAR	STERLING VEHICLE SPECIFIC HEADACHE RACK POWDER COATED BLACK.	$540.00
CAMERA	INSTALL FACTORY ORDERED REAR VISION CAMERA IN SERVICE BODY	$145.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$7,460.25**

TRADE IN

TOTAL COST **$32,768.25**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** **4** **$131,073.00**

Estimated Annual payments for 60 months paid in advance: $7,208.23 Extended: $28,832.91
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell (formerly NJPA) Awarded Contract

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	Quote 17349-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 10/24/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/24/2018

REQUESTING AGENCY COCOA, CITY OF
CONTACT PERSON TONY JONES EMAIL TJONES@COCOAFL.ORG
PHONE 321-433-8766 MOBILE FAX 321-433-8768

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL W3F — MSRP $40,350.00

2019 FORD F-350 CREW CAB CHASSIS SRW 4WD XL 60" CA 179" WB
(W3F 630A)

CUSTOMER ID 4020 DYAL WATER TREATMENT FACILITY — NJPA PRICE $30,737.00

BED LENGTH 60" CA

** *All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	$0.00
996 44P	6.2L FLEX-FUEL V8 WITH 6-SPD AUTO TRANSMISSION (STD)	$0.00
512	FULL SIZE SPARE TIRE & JACK (SHIPS LOOSE).	$345.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
NO PWR	THIS VEHICLE DOES NOT INCLUDE PWR WINDOWS LOCKS OR MIRRORS	$0.00
	FACTORY OPTIONS	$755.00

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
9FT LANDSCAPE	FURNISH AND INSTALL 9 FT. STEEL DOVETAIL FLATBED FOR 60" CA CHASSIS. TO INCL STRING TRIMMER RACKS, SIDE MOUNT.	$7,609.00
CAMERA	INSTALL FACTORY ORDERED REAR VISION CAMERA IN SERVICE BODY	$145.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	$7,799.25

TRADE IN

TOTAL COST $39,291.25

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) QTY 1 $39,291.25

Estimated Annual payments for 60 months paid in advance: $8,643.13
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY CHRISTY SELF GOVERNMENT ACCOUNT MANAGER christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Sourcewell formerly NJPA

Awarded Contract

PHONE (800) ALANJAY (252-6529)	DIRECT	WWW.ALANJAY.COM	Quote 16460-2
Corporate Office: 2003 U.S. 27 South, Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address: P.O. BOX 9200, Sebring, FL 33871-9200	

ORIGINAL QUOTE DATE 9/18/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 10/25/2018

REQUESTING AGENCY **COCOA, CITY OF**

CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG

PHONE **321-433-8766** MOBILE FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL **R1Z** MSRP **$34,085.00**

2019 FORD TRANSIT CARGO T-250 LOW ROOF 130"WB 9000GVWR SWING OUT RH DOOR (R1Z)

CUSTOMER ID 4120 Sellers Reclamation Facility NJPA PRICE **$23,091.00**

BED LENGTH **SWB**

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z2 SB	EXTERIOR COLOR FROZEN WHITE WITH EBONY VINYL BUCKET SEATS	$0.00
99M 446	3.7L TI-VCT FFV V6 ENGINE WITH 6-SPD AUTO TRANSMISSION.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
17B	FIXED SIDE AND REAR PASSENGER DOOR GLASS	$245.00
86F	2 ADDITIONAL KEYS (4 TOTAL)	$74.00
	FACTORY OPTIONS	**$319.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP	TEMPORARY TAG	$45.25
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
44TRL	KARGO MASTER: Low Roof SWB FORD Full Size Van General Service Package 42"Adjustable Shelf Unit [42" Width x 46" Height x 14" Depth] (48420) x 3 Van Interior Partition x 1 Ford Transit Low Roof Partition Kit: (40640+406TL) Steel 2 Drawer Cabinet [20" Width x 12" Height x 13.5" Depth] (40070) x 1 Steel 3 Drawer Cabinet [20" Width x 12" Height x 13.5" Depth] (40080) x 1 Shelf Dividers 3.5" Tall [Set of 6] (40030) x 1 J Hook [3 Prong] (40060) x 2 Door Kit For 42" Width Shelf Unit (40010) x 2	$2,625.00
4092L + 4081T + 40963	Ladder Rack for Ford Transit Low Roof - Dual Drop Down Mechanism	$1,190.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$3,860.25**

TRADE IN

TOTAL COST **$27,270.25**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY 1** **$27,270.25**

Estimated Annual payments for 60 months paid in advance: $5,998.80

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT	WWW.ALANJAY.COM	Quote 16461-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 904-838-4999 FAX 863-402-4221	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE 9/18/2018

QUICK QUOTE SHEET

REVISED QUOTE DATE 9/18/2018

REQUESTING AGENCY COCOA, CITY OF
CONTACT PERSON TONY JONES EMAIL TJONES@COCOAFL.ORG
PHONE 321-433-8766 MOBILE FAX 321-433-8768

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF www.NationalAutoFleetGroup.com

MODEL F2A MSRP $33,150.00

2019 FORD F-250 REGULAR CAB 2WD XL 8' BED 142" WB (F2A 600A)

CUSTOMER ID 4125 SFO NJPA PRICE $22,581.00

BED LENGTH 8'

*** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.*

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	$0.00
996 44S	6.2L EFI V8 ENGINE WITH 6-SPEED AUTOMATIC TRANSMISSION.	$0.00
512	SPARE TIRE, WHEEL, CARRIER & JACK Spare tire is standard equipment; becomes optional when 66D pickup box delete is ordered. (Req's 66D)	$290.00
66D	DELETE PICK UP BOX: Deletes tie-down hooks, tailgate and 7/4 pin connector, Rear Bumper, Spare Wheel, Tire, Carrier and Jack. Incomplete vehicle package. Requires further manufacture and certification by a final stage manufacturer.	($500.00)
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
NO PWR	THIS VEHICLE DOES NOT INCLUDE PWR WINDOWS LOCKS OR MIRRORS	$0.00
	FACTORY OPTIONS	**$200.00**

CONTRACT OPTIONS	DESCRIPTION	
MUNI-FI	Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.	$0.00
TEMP	TEMPORARY TAG	$45.25
6108J	KNAPHEIDE 9' SRW UTILITY BODY PAINTED WHITE TO MATCH CAB OF CHASSIS	$6,730.00
HAR	STERLING VEHICLE SPECIFIC HEADACHE RACK POWDER COATED BLACK.	$540.00
CAMERA	INSTALL FACTORY ORDERED REAR VISION CAMERA IN SERVICE BODY	$145.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$7,460.25**

TRADE IN

TOTAL COST **$30,241.25**

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~ $0.00

TOTAL COST LESS TRADE IN(S) **QTY** 1 **$30,241.25**

Estimated Annual payments for 60 months paid in advance: $6,652.35
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY **CHRISTY SELF** **GOVERNMENT ACCOUNT MANAGER** christy.self@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

FY-2019 NEW VEHICLE PURCHASES

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2019-120716-NAF — ALAN JAY FLEET SALES

001-2100-521.6400		TOTAL UNITS	SGT PATROL SUV	PATROL SUV	PATROL SUV	ADMIN CAR	ADMIN CAR	ADMIN CAR	ADMIN CAR	MINI-VAN	EQUIPMENT
BUDGET	$211,529.00	8	$31,700	$33,100	$33,100	$23,000	$23,000	$23,000	$23,000	$21,629	$0
PURCHASE	$207,037.00	$4,492.00	$33,255	$33,255	$33,255	$21,204	$21,204	$21,204	$0	$22,009	$21,651

001-3560-519.6400		2	CARGO VAN	F150 CREW
BUDGET	$66,000.00		$33,000	$33,000
PURCHASE	$55,729.00	$10,271.00	$27,271	$28,458

421-4010-536.6400		2	TRANSIT VAN CA	CAR - FUSION S
BUDGET	$41,900.00		$23,500	$18,400
PURCHASE	$40,655.00	$1,245.00	$23,025	$17,630

421-4020-536.6400		4	F250 UTILITY 4WD	F250 UTILITY 4WD	F250 UTILITY 4WD	F350 LAWN 4WD
BUDGET	$144,700.00		$32,500	$33,600	$33,600	$45,000
PURCHASE	$137,599.00	$7,101.00	$32,769	$32,769	$32,769	$39,292

421-4125-536.6400			F250 UTILITY
BUDGET	$33,900.00	1	$33,900
PURCHASE	$30,242.00	$3,658.00	$30,242

421-4120-536.6400			T250 CARGO VAN
BUDGET	$30,087.00	1	$30,087
PURCHASE	$27,271.00	$2,816.00	$27,271

Legislation Details (With Text)

File #:	18-557	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	11/1/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve Participation in a Piggy-Back Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases Utilizing the Manatee County Service Agreement IFAS #T400065 Effective August 17, 2014 through August 16, 2019. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Manatee County Contract Addendum #6.pdf Manatee County Email Approval 10.8.14 Agreement.pdf Sunstate Manatee county price list good till 2019.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2018
Agenda Date: November 28, 2018
Prepared By: Chris M. Collier, Field Operations Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Piggy-Back Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases Utilizing the Manatee County Service Agreement IFAS #T400065 Effective August 17, 2014 through August 16, 2019

BACKGROUND:

The City of Cocoa has been purchasing Neptune water meters (and related equipment) through the Neptune authorized distributor Sunstate Meter and Supply since the early 1990's. Water meters are stocked at the City of Cocoa warehouse until the Utilities Department withdraws the necessary material at which time the material is charged to the appropriate repair and maintenance account. Replenishment of stock has been accomplished through the use of a "piggy-back" contract with Manatee County and required purchase orders are generated.

In May 2018 the Customer Service and Water Field Operations Divisions (WFO) transitioned from installing manual read meters to installing radio read meters exclusively. Installing radio read meter technology will enable Customer Service to read water meters more efficiently utilizing the radio reading equipment recently purchased by Customer Service; however, implementing this program has resulted in an increased cost for meter/register installations and replacements. In FY18 the Utilities Department spent approximately $550,000 in meters which required 61 purchase orders to

be processed. At the current meter installation/replacement rate, it is anticipated that WFO will spend approximately $750,000 on meter purchases this fiscal year.

To reduce the amount of purchase orders required and to increase the efficiency of meter orders, the Utilities Department is requesting approval to place vendor orders with Sunstate Meter and Supply as a blanket inventory purchase in an amount not to exceed $750,000 for FY19, and is requesting approval for the City Manager to approve a blanket purchase order in the amount of $750,000 for inventory meter purchases throughout the fiscal year. Through the use of a blanket purchase order, larger quantities of meters can be ordered at one time, providing administrative and operational efficiencies. Should FY19 purchases exceed the established amount of $750,000 a change order to add funds will be presented to City Council for additional purchasing authority.

Staff recommends approval of a blanket purchase order with Sunstate Meter and Supply.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$482,000 (WS13FS)
Account Number	421-4025-536.46-00
Account Name	Repair and Maintenance
Amount Requested	$268,000
Account Number	421-4025-536.46-00
Account Name	Repair and Maintenance

The current allotted Project Budget (WS13FS) is $482,000, however the Repair and Maintenance Account has sufficient funds within the account for the requested and estimated budget of $750,000. A “Project Transfer” within the account line may be required in the future should meter purchases exceed $482,000 (For Project Tracking Purposes only). However, should Utilities need additional funds from Contingency for this account, they will return to City Council for approval.

PREVIOUS ACTION:

On February 13, 1996, the City of Cocoa began purchasing Neptune water meters from Sunstate Meter and Supply, Inc.

On October 14, 2008, City Council approved Resolution No. 2008-110 waiving the competitive bidding process, by reason of sole source, for the purpose of purchasing Neptune potable water meters from Sunstate Meter and Supply, Inc., Newberry, Florida.

On September 14, 2010, City Council approved participation in a cooperative purchase agreement

for the purchase of ¾”-2” water meters utilizing the Manatee County, Florida service agreement, which was awarded to Sunstate Meter and Supply, Inc., a Florida corporation, (and its subcontractor Neptune Technology Group, Inc.) on November 3, 2009.

On October 28, 2014, City Council approved participation in a multi-year cooperative purchase agreement with Sunstate Meter and Supply Inc. (and its subcontractor Neptune Technology Group, Inc.) utilizing the Manatee County Service Agreement #T4000065 for the purchase of three-quarter-inch (3/4”) to two-inch (2”) water meters.

RECOMMENDED MOTION:

To Approve Participation in a Piggy-back Purchase Agreement with Sunstate Meter and Supply, Inc. for Water Meter Purchases Utilizing the Manatee County Service Agreement IFAS #T400065 Effective August 17, 2014 through August 16, 2019.

MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P5001728
PAGE:	Page 1 of 3
ORDER DATE:	09/11/14
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	Jeff Kimbtough

VENDOR

V894623 (800) 342-3409
SUNSTATE METER AND SUPPLY INC
14001 W NEWBERY RD
NEWBERRY, FL 32669

jjkimbro@cs.com

SHIP TO

S0201
UTILITIES DEPARTMENT
USE S0253
UTILITIES WAREHOUSE
4508 66TH STREET WEST
Requested by:T. Fletcher

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			******************************		
			****** CHANGE ORDER #9 *******		
			THIS IS A CHANGE TO THE		
			ORIGINAL PURCHASE ORDER		
			******************************		
001	0	EA	CHANGE ORDER NUMBER FOUR EXTEND PO FROM 04/19/08-04/18/09 (AMR) SYSTEM AGREEMENT (T4000065) AS AMENDED.	0.00	
			501-0003698-595000		
002	0	EA	ADDENDUM #1 TO THE HAND HELD METER READING (AMR) SYSTEM AGREEMENT(T4000065) BLANKET PURCHASE ORDER TO ALLOW USE OF RELEASE ORDERS BY CENTRAL STORES WAREHOUSE (66TH ST W) VALID FROM 04/19/06-04/18/07.	0.00	
			501-0003698-595000		
003	0	EA	Addendum #2 (attached) incorporates new items that may be purchased via this purchase order..	0.00	
			501-0003698-595000		
004	0	EA	CHANGE ORDER NUMBER FIVE EXTENDING PO FROM 4/19/09 - 8/16/09 AMR SYSTEM (T4000065).	0.00	

****CONTINUED****

TOTAL

Requisition#:
Reference #:

Buyer:

Approved By:

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
F.E.T. EXEMPT CERT.NO. 59-78-0089 K.
NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P5001728
PAGE:	Page 2 of 3
ORDER DATE:	09/11/14
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	Jeff Kimbtough

VENDOR

V894623 (800) 342-3409
SUNSTATE METER AND SUPPLY INC
14001 W NEWBERY RD
NEWBERRY, FL 32669

jjkimbro@cs.com

SHIP TO

S0201
UTILITIES DEPARTMENT
USE S0253
UTILITIES WAREHOUSE
4508 66TH STREET WEST
Requested by:T. Fletcher

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			501-0003698-595000		
005	0	EA	CHANGE ORDER NUMBER SIX EXTENDING PO FROM 8/17/09 - 8/16/14 AND INCORPORATION OF ADDENDUM #4 (ATTACHED) WHICH PROVIDES FOR EQUIPMENT PRICE ADJUSTMENTS	0.00	
			501-0003698-595000		
006	0	EA	Change Order #7 incorporates Acquisition Pricing dated 6/30/2011 as attached.	0.00	
			501-0003698-595000		
007	0	EA	Change Order #8. The following items are added to this PO as stated below:	0.00	
			501-0003698-595000		
008	0	EA	Any Size/Model Neptune Direc Read Gallon Register W/Plastic Enclosure & Lid. $19.90	19.90	
			501-0003698-595000		
009	0	EA	Any Size/Model Neptune Direct Read "Reclaimed" Gallon Resister W/Plastic Enclosure & Lid. $22.40	22.40	
			501-0003698-595000		

****CONTINUED****

TOTAL

Requisition#:
Reference #: **Buyer:**

Approved By:

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
F.E.T. EXEMPT CERT.NO. 59-78-0089 K.
NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

MANATEE COUNTY PURCHASING

Mail invoice To:
CLERK OF THE CIRCUIT COURT
MANATEE COUNTY FINANCE DEPARTMENT
P.O. BOX 1000
BRADENTON, FL. 34206-1000
SEND SEPARATE INVOICES FOR EACH SHIPMENT

PURCHASE ORDER NO.:	P5001728
PAGE:	Page 3 of 3
ORDER DATE:	09/11/14
DATE REQUIRED:	
TERMS:	NET 45
SHIP VIA:	BESTWAY
F.O.B.:	DESTINATION
CONFIRMATION TO:	Jeff Kimbtough

VENDOR

V894623 (800) 342-3409
SUNSTATE METER AND SUPPLY INC
14001 W NEWBERY RD
NEWBERRY, FL 32669

jjkimbro@cs.com

SHIP TO

S0201
UTILITIES DEPARTMENT
USE S0253
UTILITIES WAREHOUSE
4508 66TH STREET WEST
Requested by:T. Fletcher

ITEM	QUANTITY	U/M	DESCRIPTION	UNIT PRICE	TOTAL PRICE
010	0	EA	Any Size/Model Neptune Direct Read Gallon Register W/Bronze Enclosure & Lid. $29.00	29.00	
			501-0003698-595000		
011	0	EA	Any Size/Model Neptune Direct Read "Reclaimed" Gallon Register W/Bronze Enclosure & Lid. $31.50	31.50	
			501-0003698-595000		
012	0	EA	Change Order #9 Incorporates Addendum #6 extending the agreement from August 17, 2014 to August 16, 2019.	0.00	
			501-0003698-595000		

TOTAL 0.00

Requisition#: R058968
Reference #:

Buyer: FRANK LAMBERTSON NEGOTIATOR (941) 749-3042

Approved By:

See Reverse Side for Terms and Conditions

A PACKING LIST MUST ACCOMPANY EVERY SHIPMENT.
FLORIDA SALES TAX EXEMPT. CERT. NO. 85-8012622206C-6.
F.E.T. EXEMPT CERT.NO. 59-78-0089 K.
NO DEVIATION IN THE TERMS AND CONDITIONS OR SPECIFICATIONS OF THIS PURCHASE CONTRACT SHALL BE MADE UNLESS SPECIFICALLY AUTHORIZED BY MANATEE COUNTY PURCHASING.

ADDENDUM NUMBER SIX
TO
HAND HELD METER READING SYSTEM WITH
AUTOMATIC METER READING (AMR) CAPABILITIES AGREEMENT

THIS ADDENDUM NUMBER SIX TO THE AGREEMENT, is made and entered into by and between the COUNTY OF MANATEE, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with a mailing address at 1112 Manatee Avenue West, Bradenton, FL 34205 and SUNSTATE METER & SUPPLY, INC, LLC (and its subcontractor Neptune Technology Group Inc.) hereinafter referred to as "Contractor", with offices located at 14001 West Newberry Road, Newberry, FL 32669.

WHEREAS, on August 17, 2004, the parties hereto entered into an Agreement for a Hand Held Meter Reading System with Automatic Meter Reading (AMR) Capabilities hereinafter "the Agreement"; and

WHEREAS, on April 19, 2005, the parties hereto entered into Addendum Number One amending Exhibit "3" Future Acquisition Pricing providing for the purchase of items not originally included in the original exhibit; and

WHEREAS, on May 9, 2006, the parties hereto entered into Addendum Number Two amending Exhibit "3" Future Acquisition Pricing providing for the purchase of items not originally included in the original exhibit; and

WHEREAS, on June 12, 2007, the parties hereto entered into Addendum Number Three amending Exhibit "3" Future Acquisition Pricing providing for the purchase of items not originally included in the original exhibit; and

WHEREAS, on November 3, 2009, the parties hereto entered into Addendum Number Four extended the Agreement from August 17, 2009 through August 16, 2014 and included a revised Exhibit "3" Future Acquisition Pricing; and

WHEREAS, on October 5, 2011 the parties hereto entered in Addendum Number Five incorporated a revised Exhibit "3" Future Acquisition Pricing (Revision #5 – dated 6/30/2011); and

WHEREAS, the Agreement may be extended for two additional option periods of five (5) and one (1) has already been exercised; and

WHEREAS, the County continues to require these services; and

WHEREAS, the Agreement may be amended only by written agreement executed by the governing bodies of both parties; and

NOW THERE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

1. Exhibit "3" Future Acquisition Pricing (Revision #6 – dated 07/7/2014) as attached to this Addendum replaces the original Exhibit "3" Future Acquisition Pricing.

2. The Agreement is extended beginning August 17, 2014 and terminating August 16, 2019.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

The parties hereto have caused this Addendum Number Six to the agreement for Hand Held Meter Reading System with Automatic Meter Reading (AMR) Capabilities to be fully executed, in duplicate, by their authorized representatives.

SUNSTATE METER AND SUPPLY INC.

By: N. A. Ellenburg

Print Name: N.A. Ellenburg

Title: President

Date: 9/2/2014

COUNTY OF MANATEE

By: Melissa M. Wendel, CPPO
Purchasing Official

Date: 9/3/2014

EXHIBIT "3"

FUTURE ACQUISITION PRICING

(Revision #6 – dated 7/7/2014)

A. System Components

Description	Unit Price
CE5320B Handheld Meter Reading Device Complete W/2650i RF Receiver	$3,980.00 (1)
DAP Ethernet Communications/Charging Cradle Complete W/Power Adapter	$485.00 (1)
MRX920II Mobile Drive By Data Collector Complete	$9,950.00
ARB N_Sight Mobile Software Complete	$1,850.00
ARB N_Sight Mobile Software On-Site Training (2 – Days)	$2,500.00
Mag Mount Antenna	$65.00
Trimble Nomad 900B Handheld Device	$2,250.00 (2)
Trimble Nomad Charging/Communications Cradle	$485.00 (2)
R900 Belt Clip RF Receiver	$1,850.00 (2)
#12005-004, ½ Wave Antenna F/2650i Receiver	$57.72

(1) Items discontinued July, 2014.
(2) Replacement reading equipment added July, 2014.

All system (hardware) components listed above include a one-year warranty.

B. System Component Warranty Coverage

Description	Unit Price
CE5320B Handheld Meter Reading Device	$665.00
2650i RF Receiver	$328.00
MRX920II Mobile Drive By Data Collector	$1,000.00
ARB N_Sight Mobile Software	$2,400.00
Trimble Nomad 900B Handheld Device	$525.00
R900 Belt Clip RF Receiver	$325.00

C. Neptune R900 RF MIU Units

Description	Unit Price
R900 Pit MIU Complete W/Field Replaceable Battery, 6' Cable Dual Port Capable	$94.50
R900 Wall MIU Complete W/Field Replaceable Battery Dual Port Capable	$86.50

D. Neptune Encoder Registers

Description	Unit Price
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only	$50.00

E. Neptune Meter Pricing With Gallon Encoder Registers

Description	Unit Price
5/8"x3/4" T10 Meter W/Pl. Bottom Complete W/Direct Read Register	$34.80
W/Proread Encoder Register	$81.90
¾"x3/4" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$68.20
W/Proread Encoder Register	$105.80
1" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$112.00
W/Proread Encoder Register	$150.30
1 ½" T10 Meter Complete W/Direct Read Register	$232.20
W/Proread Encoder Register	$276.80
2" T10 Meter Complete W/Direct Read Register	$311.90
W/Proread Encoder Register	$354.90
1 ½" HP Turbine Meter Complete W/Proread Encoder Register	$405.90
2" HP Turbine Meter Complete W/Proread Encoder Register	$425.80
3" HP Turbine Meter Complete W/Proread Encoder Register	$758.40
4" HP Turbine Meter Complete W/Proread Encoder Register	$919.90
6" HP Turbine Meter Complete W/Proread Encoder Register	$1,866.90
8" HP Turbine Meter Complete W/Proread Encoder Register	$2,687.00
10" HP Turbine Meter Complete W/Proread Encoder Register	$4,242.00
12" HP Turbine Meter Complete W/Proread Encoder Register	$8,833.70
2" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,224.00
3" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,559.76
4" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,845.00
6" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$2,998.50
6"x8" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$4,795.40
4"x1" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$4,648.53
6"x1 ½" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$6,870.21
8"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$9,164.78
10"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$11,941.73

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protects IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$5,129.78
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$8,432.71
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread	$11,227.80
Encoder Registers	
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$14,097.98

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

F. Additional Equipment

Neptune, MX900 GIS Mapping Module Software	$4,000.00
Neptune, MX900 GIS Mapping Module Software Training	$2,200.00
Neptune, Additional Software Seat License	$185.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – AC/Pole Mount	$7,950.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – Solar/Pole Mount	$8,950.00
Neptune, DAP PC9800 Lithium Ion Replacement Battery Pack	$186.00
Neptune, CE5320 Lithium Ion Replacement Battery Pack	$186.00
Add-On to Meter unit price for Optional Purple "Reclaimed" Trim and Marking (any size meter in agreement)	$2.50
Neptune, 3" Bronze Flanged Meter Strainer	$498.60
Neptune, 4" Bronze Flanged Meter Strainer	$599.15
Neptune, 6" Bronze Flanged Meter Strainer	$1,018
Neptune, 8" Bronze Flanged Meter Strainer	$1,871.35

G. Neptune R900i Integrated Pit Ecoder With MIU Pricing

Description	Unit Price
Neptune, R900i Integrated Pit Ecoder With MIU Only	$144.50
5/8"x3/4" T10 Meter W/Pl. Bottom Complete With R900i Pit Ecoder/MIU	$173.20
¾"x3/4" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$204.00
1" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$219.70
1 1/2" T10 Meter Complete With R900i Pit Ecoder/MIU	$336.00
2" T10 Meter Complete With R900i Pit Ecoder/MIU	$420.80
1 ½" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$463.00
2" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$492.00
3" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$810.80
4" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$992.80
6" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,082.50
8" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,737.67
10" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$4,267.80
12" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$9,207.00
2" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,390.00
3" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,646.00
4" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$2,214.00
6" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$3,161.00
6"x8" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,907.00
4"x1" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,757.00
6"x1 ½" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$7,016.00
8"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$9,283.00
10"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$12,151.00

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$5,238.25
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$8,578.50
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$11,345.50
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$14,307.25

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

Replacement Standard Integrated Antenna Assembly Kit	$11.45
Replacement Short "Stubby" Integrated Antenna Assembly Kit	$11.45
Optional Short Length Extended Range Pit Lid Antenna	$19.80
Optional Long Length Extended Range Pit Lid Antenna	$27.90

H. Additional Equipment (revised as of 7-7-2014)

Mars Curb Stop Valve Lock Assembly Complete With Straps	$2.80
R900i Register Upgrade Program* (Any Size/Model)	$99.00
*(Requires trade-in of existing Proread Register Prewired to wired Pit MIU)	
3" DI Coated Flanged Meter Strainer	$371.25
4" DI Coated Flanged Meter Strainer	$443.75
6" DI Coated Flanged Meter Strainer	$756.25
8" DI Coated Flanged Meter Strainer	$1,608.75
3" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1312.50
4" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1,736.00
6" Tru Flo Compound UME W/R900i Pit Gallon Registers	$2,408.00
3" HP Turbine UME W/R900i Pit Gallon Register	$700.00
4" HP Turbine UME W/R900i Pit Gallon Register	$868.00
6" HP Turbine UME W/R900i Pit Gallon Register	$1,204.00
4" HPT P3 UME W/R900i Pit Gallon Register	$1,540.00
6" HPT P3 UME W/R900i Pit Gallon Register	$2,212.00
8" HPT P3 UME W/R900i Pit Gallon Register	$2,884.00
10" HPT P3 UME W/R900i Pit Gallon Register	$3,556.00

I. Future Price Consideration

All prices to be reviewed prior to the end of each contract price evaluation period (24 month) beginning on 8-17-2014 and subsequently every 24-month period thereafter (8-17-2016) until performance period concludes on 8-16-19. If price increases are necessary, new pricing will be provided to Manatee County by Sunstate Meter & Supply, Inc. prior to end of 24-month contract period for review by Manatee County. All possible price increases will not exceed the published Producer Price Index (PPI) Series ID: WPU10280301 – Copper and copper-base alloy sand castings (As annually published by the Bureaus of Labor) during particular 24-month contract period.

Christopher Collier

From: frank.lambertson@mymanatee.org
Sent: Wednesday, October 08, 2014 11:17 AM
To: Christopher Collier
Subject: Manatee County Sunstate Meters Agreement

Chris:

I have attached our last addendum, the original agreement and your organization is certainly able to piggyback off this agreement should you choose to do so.

Frank G. Lambertson, Contracts Negotiator
Manatee County Government, Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
frank.lambertson@mymanatee.org
Phone: 941-749-3042
Fax: 941-749-3034

Click here to report this email as spam.

AGREEMENT FOR
HAND HELD METER READING SYSTEM WITH
AUTOMATIC METER READING (AMR) CAPABILITIES
BETWEEN SUNSTATE METER & SUPPLY, INC. and MANATEE COUNTY

THIS AGREEMENT is made by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as **"County"**, with offices located at 1112 Manatee Avenue West, Bradenton, FL 34205-7804 and Sunstate Meter & Supply, Inc. a Florida corporation, (and its subcontractor Neptune Technology Group Inc.) hereinafter referred to as **"Contractor"**, with offices located at 14001 West Newberry Road, Newberry, FL 32669.

WHEREAS, the **County** has determined that it is necessary, expedient and in the best interest of the **County** to retain **Contractor** to provide the hardware/software and professional services required for a hand held meter reading system with automatic meter reading capabilities; and

WHEREAS, the **Contractor** submitted a proposal, dated September 24, 2002 and subsequently made presentations and supplementary representations which were relied upon by the County in selecting the Contractor. The capacity of the Contractor to provide the necessary hardware and incorporated the software, is an essential relationship of trust and confidence between the **County** and the **Contractor**, and

WHEREAS, the **Contractor** shall provide the hardware and software to implement the system, and system software upgrades as detailed in this agreement; and

WITNESSETH: for and in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1. CONTRACT DOCUMENTS

The Contractor shall comply with the following Exhibits which are attached and made a part of this Agreement:

Exhibit "1" - Scope of Services
Exhibit "2" - Initial System Project Phases and Payment Schedule
Exhibit "3" - Future Acquisition Pricing
Exhibit "4" - Software and Hardware Description
Exhibit "5" - Software License
Exhibit "6" - System Hardware and Operational Software
Exhibit "7" - System Support & Maintenance
Exhibit "8" - Sample "Work Assignment"

ARTICLE 2. SCOPE OF SERVICE.

This Agreement sets forth the terms and conditions pursuant to which the **County** retains the **Contractor** to provide the functionality described in Exhibit 1 which includes hardware and the professional services required to customize, tailor, enhance and implement the software, convert certain data and provide support for the software and training of personnel to provide **County** with a hand held meter reading system with automatic meter reading capabilities (hereinafter the "System"). The performance of this Agreement shall be in accordance with the phases described in Exhibit 1 attached hereto.

ARTICLE 3. CONTRACTOR'S INITIAL COMPENSATION AND PAYMENT.

The initial compensation to **Contractor** for the complete performance of the initial system installation shall not exceed **$398,177.00** unless additional payments are authorized in writing by the Board of County Commissioners.

Payment shall by made by **County** to **Contractor** in accordance with the fees and charges for each phase as provided in Exhibit 2 upon completion of each phase and acceptance by **County** and in accordance with the following:

a. **Contractor** shall submit an invoice on completion of each phase.

b. **County** shall have twenty (20) calendar days from the date the **Contractor** notifies the **County** that work is ready for evaluation, to advise **Contractor** of any work that is not accepted. If written notice of any work that is not accepted is not provided within such twenty (20) calendar-day period, all work covered by the phase shall be deemed accepted.

c. **County** shall, within forty-five (45) days after acceptance of the phase, pay **Contractor** the undisputed amount due.

The prices set forth in Exhibit 2 include all charges to be paid by **County**, including but not limited to (i) shipping charges; (ii) **Contractor's** time and material charges for all products and all services, including reasonable travel and living expenses; and (iii) all taxes, including sales taxes (however designated) paid or payable by **Contractor**. **County** is exempt from the payment of taxes and agrees to support any claim for tax exemption for purchases hereunder by providing **Contractor** with a copy of the applicable tax exemption certificate.

ARTICLE 4. CONTRACTOR'S FUTURE COMPENSATION

A. Compensation payable to the Contractor for services rendered and expenditures incurred in providing the services identified in Exhibit "1" shall be established for each written Work Assignment issued in accordance with Article 24.

B Compensation to the Contractor shall be computed based on actual hours performed times fee rate of the individual performing the work, plus reimbursable expenses up to the maximum compensation authorized for each Work Assignment as defined in Exhibit "1"

C. The prices as shown on Exhibit "3" shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

ARTICLE 5. INITIAL TIME FOR PERFORMANCE AND COMPLETION.

Exhibit 2 provides an estimated time for completion of each phase. If, at any time, **Contractor** is delayed in its performance and/or completion of a phase, including any delays caused by **County, Contractor** may request, in writing, extension of time beyond the estimated completion time set forth in Exhibit 2 and such extension shall be liberally granted by the **County's** Contract Manager, provided, however, the aggregate time for completion under this Agreement shall not exceed **135 calendar days** unless such delays are caused by **County**.

ARTICLE 6. DURATION OF THE AGREEMENT

Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect for five (5) years from the date of its execution. However, the terms and conditions of this Agreement shall remain valid beyond one year until all Work Assignments authorized during the effective period of this Agreement have been completed.

This Agreement may be amended for two (2) additional periods, each of five (5) years. Any such amendment executed by both parties shall establish adjustments to the prices shown on Exhibit "3" as authorized by Article 25.

ARTICLE 7. SPECIFICATIONS AND REQUIREMENTS.

All third-party software shall conform to published specifications and written representations of the supplier. **Contractor** covenants and agrees that the System, when complete, shall be in compliance with the specifications and representations attached hereto as Exhibit 4 [Software and Hardware Description] and such additional requirements as are developed by **County** and **Contractor** during Phase I.

ARTICLE 8. INITIAL SYSTEM ACCEPTANCE AND FINAL ACCEPTANCE.

Upon the completion of each phase, **Contractor** shall submit to **County** a request for acceptance statement that the **County** may approve or disapprove. A signed acceptance statement shall not relieve **Contractor** of any responsibility with respect to any products or services that are

defective or fail to comply with the specifications and requirements pursuant to the terms of this Agreement.

At the completion of **Phase II, County** will be provided ninety (90) days to operate and test the System. During the ninety (90) day period, **Contractor** shall furnish complete off-site telephone support in the form of consultation and/or remote diagnostic software support and hardware support within two (2) hours of the **County's** support request. If the error, defect or nonconformity cannot be corrected within normal business hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.), **Contractor** shall provide on-site support service at the beginning of the next business day, or as otherwise agreed upon, including implementation of temporary procedures to sustain the System. The **Contractor** shall provide corrective measures for all reported errors within two (2) business days of the commencement of on-site service. If the System fails to meet the specifications and requirements provided for in this Agreement during the ninety (90) day period, **County** may, at **County's** option, request modification of the software to correct said failure(s); and/or termination of this Agreement with a full refund to the **County** of all monies paid to the **Contractor**, less fees for professional services rendered. The amount of professional fees to be deducted shall not exceed $2,000. At the conclusion of the ninety (90) day period, if **County** has not notified **Contractor** in writing of any such failure or defect in the System, the **County** will be deemed to have finally accepted the System.

ARTICLE 9. SOFTWARE LICENSES.

A. Neptune Technology Group, Inc

1. Subject to the terms and conditions hereinafter set forth, **Contractor** grants to **County** a non-exclusive, nontransferable license to use the DAP PC9800 Handheld Computer, Route MAPS Route Management Software, and EZ Drive Software (hereinafter referred to as Software as identified in Exhibit 4, solely in the conduct of the business of the **County** for the number of users specified in Exhibit 4. The Software shall be provided by the **Contractor** to the **County** pursuant to the terms of this Agreement, only in machine-readable object code. The **County** acknowledges that by virtue of this License, the **County** acquires only the right to use the original and permitted duplicate copies of the Licensed Software as described herein and does not acquire any rights of ownership in the Licensed Software which rights shall remain exclusively with Neptune Technology Group, Inc.. The term of License shall commence upon delivery of the first module of Licensed Software and shall remain in force as long as the **County** is in compliance with all the provisions of the Agreement.

2.. County agrees to pay **Contractor** a one-time license fee for the use of all specified Neptune Technology Group, Inc., Licensed Software in the amount specified in Exhibit 2.

3. No portion of the Neptune Technology Group, Inc., software or any updates or enhancements to the Neptune Technology Group, Inc., software may be duplicated by the **County** except

that the **County** may make copies of the machine-readable portion thereof for normal security backup purposes, provided that the **County** properly reproduces on each such copy all notices of Contractor's patent, copyright, trademark, or trade secret rights.

4. Neptune Technology Group, Inc., retains ownership of all Neptune Technology Group, Inc., Software and related documentation.

5. Within thirty (30) days from the date of the **County's** discontinuance of the use of any portion of the Neptune Technology Group, Inc., Software licensed hereunder, the **County** shall furnish **Contractor** with written notice certifying that through its best efforts and to the best of its knowledge, all machine-readable code, user documentation or other related materials provided to the **County** with such Neptune Technology Group, Inc., Software, including any copies thereof, whether in whole or in part, have been destroyed or returned as follows:

   a. All documents relating to such discontinued portion of the Neptune Technology Group, Inc., Software shall be returned to **Contractor**; and

   b The originals and all copies of any machine-readable materials containing all or any portion of the discontinued Neptune Technology Group, Inc., Software shall be destroyed or purged so as to totally remove from such machine-readable materials all codes relating to the discontinued portion of the Neptune Technology Group, Inc., Software.

6. The **County** recognizes and agrees that the Software, updates, enhancements and additions which are provided to the **County**:

   a. are considered by **Contractor** to be trade secrets of **Contractor**; **County** shall not reverse assemble, reverse compile or translate any portion of the Neptune Technology Group, Inc. Software.

   b. are furnished by **Contractor** to the **County** in confidence; and

   c. contain proprietary and confidential information.

7. **Contractor's** placement of a copyright notice on any portion of any Licensed Software or any update to such Licensed Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion is a trade secret or contains proprietary and confidential information of the **Contractor**.

8. The **County** agrees to hold all such Software and updates and enhancements to the Neptune Technology Group, Inc. Software, in confidence at least to the extent that it protects its own similar confidential information and to take all reasonable precautions consistent with

general accepted standards in the data processing industry to safeguard the confidentiality of such information subject to the applicable provisions of Chapter 119, Florida Statutes (the Public Records law). No portion of any update or enhancement to the Licensed Software may be disclosed, furnished, transferred or otherwise made available by the **County** to any person except to those of its employees who need to use such information in accordance with this Software License. The **County** agrees to take appropriate action by instruction, agreement and otherwise with its employees to inform them of the trade secret, proprietary, and confidential nature of the Licensed Software and the updates and enhancements disclosed to the **County** under this Agreement, and to obtain their compliance with the terms hereof. The obligations of this paragraph will survive the termination of this Agreement.

B. Third Party Software Licenses

Contractor hereby passes to **County,** subject to full payment of County's obligation provided herein, the third party software licenses shall include the interface to the County's Banner Billing Software as performed by the selected consultant.

ARTICLE 10. ASSURANCES, REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.

a. **Contractor** warrants to **County** that the System will operate effectively and without hardware/software conflict on the equipment described in Exhibit 6; and that the hardware and operating software described in Exhibit 6 will support the System when complete, with a maximum of users identified. **Contractor** agrees to provide hardware and software (System) warranty services in accordance with the SYSTEM SUPPORT AND MAINTENANCE AGREEMENT attached hereto as Exhibit 7 at no additional cost to the County. **The term of the warranty period is twelve (12) months after final acceptance of the System. Contractor** agrees to provide additional years of services in accordance with Exhibit 7 at the cost specified in Exhibit 7 upon execution of that document or written renewals extending the term by the **County's** Contract Manager to establish commencement of each additional one-year period.

b. **Contractor** warrants to **County** that the **System** will operate according to the **performance standards** set forth in Exhibit 4 (Software and Hardware Description) and such additional requirements as developed by **County** and **Contractor**.

c. **Contractor** warrants that the System shall operate in accordance with the requirements of this Agreement from the date of acceptance through the maintenance periods provided in Exhibit 7 (SYSTEM SUPPORT AND MAINTENANCE AGREEMENT), attached hereto and any extension or renewal thereof.

d. **Contractor** warrants and represents to **County** that **Contractor** has the right to grant to **County** the right to use all software without restriction or limitation except as provided herein and in accordance with the provisions set forth in Article 7. **Contractor** warrants and represents to

County that **Contractor** is an authorized distributor for the sublicensed software, attached hereto as Exhibit 4. **County** will have the right to use the sublicensed software.

e. **Contractor** agrees to provide the hardware warranty as offered by the manufacturer upon acceptance of the installation of such hardware in the Phase in which it is delivered.

f. **Contractor** warrants the software will perform as specified herein upon acceptance of Phase III, and shall perform as represented by Contractor with respect to updates, enhancements or additional software which may be acquired by **County** from **Contractor**, so long as **County** continues with a SYSTEM SUPPORT AND MAINTENANCE AGREEMENT with **Contractor** or **Contractor's** successors or assigns.

g. **Contractor** agrees to deliver the latest release of operating System and latest model of hardware which meets or exceeds performance specified herein available at the time of delivery for the hardware. If a new operating System release should become available between the time of the signing of this Agreement and the delivery date for the operating System, the **Contractor** shall deliver the newest release contingent upon Contractor's successful completion of integration and testing of any new operating System release with the System.

h. **Contractor** warrants that all materials, hardware, and software provided under this agreement not incorporated in the work but stored at the site, or at another location, shall be the Contractor's sole risk for loss or damage. County shall provide to Contractor a secured location only at the owners existing facilities for storage of such materials throughout the duration of the project. Risk of loss shall only pass to County upon acceptance of the goods and services as provided in Article 5, Acceptance and Final Acceptance.

i. **EXCLUSIONS Warranty Services** do not include the following, which if required shall be charged at the prevailing rate at the time of request:

1. Additions, changes, relocations, removals, operating supplies or accessories.

2. Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.

3. Repairs or replacements necessitated by fire, flood, earthquake, excessive moisture or any event occurring external to the System which directly or indirectly causes a malfunction in the System.

4. Services necessitated by other acts or events that adversely affect the System or use by **County** or any third party of the System with any other device or system not supplied or approved as to such combination use by **Contractor**, or use by **County** of any part of this System in a manner not specified by **Contractor**, unless such use is mutually agreed upon in writing.

5. Loss or recovery of **County** data. **County** shall be responsible for providing adequate procedures and equipment to back-up data and for restoring data to repaired equipment.

COUNTY'S EXCLUSIVE REMEDY FOR BREACH OF CONTRACTOR'S WARRANTIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT, AT CONTRACTOR'S OPTION, OF ANY DEFECTIVE PART; PROVIDED THAT CONTRACTOR SHALL HAVE NO LIABILITY UNLESS COUNTY PROVIDES CONTRACTOR WRITTEN NOTICE WITHIN THE WARRANTY PERIOD OF THE SPECIFIC DEFECT.

THE WARRANTIES STATED IN THIS ARTICLE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 11. TERMINATION.

a. This Agreement may be terminated by the **County** in whole or in part at any time such termination is in the best interest of the **County**. The **County** also reserves the right to seek termination or cancellation of this Agreement in the event the **Contractor** shall be placed in either voluntary or involuntary bankruptcy. The **County** further reserves the right to terminate or cancel this Agreement in the event the **Contractor** makes an assignment for the benefit of creditors. This Agreement may be terminated by the **Contractor** only by mutual consent of both parties.

ARTICLE 12. LIMITATION OF ACTIONS AND LIABILITY.

a. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control.

b. In no event shall **Contractor** or its officers, agents and employees be liable to **County** for any loss of profits, consequential, incidental, indirect or special damages under any circumstances even if Contractor has been advised of the possibility of same. Notwithstanding the foregoing, Contractor will be liable for direct damages to real and personal property and personal injury caused by the negligent acts, errors or omissions of Contractor or its officers, agents and employees during installation or maintenance to the extent set out in Article 16.

c. In any event, **Contractor's** liability for damages, (except for damage to real or personal property or personal injury and as provided under b. above), under any theory of liability or form of action shall not exceed the total amount paid by **County** to **Contractor** under this Agreement.

ARTICLE 13. NOTICE.

All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, to the parties at the respective addresses set forth above or to such other address as the party to receive the notice has designated by written notice to the other party. Notices to the **County** shall be to the attention of

Mr. John Barnott
Financial Management Department - Utilities Customer Services Division
Manatee County Government
4410 66th Street West
Bradenton, FL 34210

Notices to **Contractor** shall be to the attention of

Mr. Al Ellenburg, President
Sunstate Meter & Supply, Inc.
14001 West Newberry Road
Newberry, FL 32669

ARTICLE 14. GOVERNING LAW.

This Agreement shall be governed by and construed under the laws of the State of Florida.

ARTICLE 15. COVENANTS BY THE COUNTY.

The **County** hereby covenants and agrees:

a. That John Barnott is hereby appointed as the **County's Contract Manager** with respect to the services to be performed by **Contractor** pursuant to this Agreement. The **County's** Contract Manager shall have the authority to transmit instructions, receive information, interpret and define the policy of the **County** and make decisions pertinent to services covered by this Agreement. The **County's** Contract Manager shall have the right, from time to time, to designate another employee of Manatee County to serve in the absence of the Contract Manager. The **County** reserves the right to designate a different Contract Manager, provided that **Contractor** is given written notice thereof.

b. To make such facilities and properties as are reasonably necessary for the performance of work available and accessible for use by **Contractor** during normal working hours as may reasonably be required by **Contractor** for the performance of this Agreement.

c. To perform at no cost to **Contractor** such tests of equipment, machinery and facilities of the **County** as may be reasonably required in connection with the work under this Agreement. The

tests to be performed must be within the ability and capability of the **County's** equipment and personnel.

d. To give prompt notice to **Contractor** whenever the **County** observes or otherwise becomes aware of any defect in the performance of work under this Agreement.

e. To give careful and reasonable consideration to the findings and recommendations of **Contractor** and to respond in a timely manner so as not to unduly delay **Contractor's** work called for by this Agreement.

ARTICLE 16. DISPUTE RESOLUTION.

Disputes shall be resolved as follows: through good faith negotiations by the designees identified in this Agreement after written notice and if not resolved by such designees after seven (7) days, **Contractor** shall at or after the end of the seven (7) day period submit its claim with the basis for the dispute in writing to the Manatee County Purchasing Director for a determination and handling in accordance with the provisions of the Manatee County Procurement Code. Any dispute resolution agreed to by **County's** Contract Manager or the Manatee County Purchasing Director, constituting a material change in this Agreement or providing for payment in excess of the amount established under this Agreement, will not be final until approved by the Board of County Commissioners. If such dispute involves a payment due, the **County** shall, as promptly as reasonably possible after resolution of such dispute, forward payment to **Contractor** of any amount determined to be due and owing.

Any dispute not resolved in accordance with this Article 15 may be resolved by recourse to litigation in accordance with the laws of Florida with venue in Manatee County.

ARTICLE 17. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend, save, and hold harmless the **County** from all costs, expenses, claims, demands, liabilities, judgments, and suits for direct damages arising out of personal injury or death of County employees or County invites or damage to tangible County properties occurring during the Contractor's performance of installation or maintenance obligations in performance of this agreement to the extent proximately caused by either negligent error or omission of **Contractor,** or due to the breach of this Agreement by **Contractor,** its subcontractors, agents or employees. It is specifically understood and agreed that the provisions of this Article 16 are not intended to cover or indemnify the **County** for its own, sole or contributory, negligence or breach of contract or the acts of third parties.

ARTICLE 18. INSURANCE.

Contractor will not commence work under this Agreement until **Contractor** has obtained all insurance under this section. **Contractor** shall obtain, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employer's Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Workers' Compensations Act or any other coverage required by the Contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

$100,000 (Each Accident)
$500,000 (Disease-Policy Limit)
$100,000 (Disease-Each Employee)

b. Commercial General Liability

The limits shall be those that would be provided with a Commercial General Liability Policy with the following minimum limits:

General Aggregate Limit Three times each Occurrence Limit

Products-Completed Operations Aggregate	$ 300,000
Personal & Advertising Injury Limit	$ 300,000
Each Occurrence Limit	$ 300,000

Fire Damage (any one fire) Nil
Medical Expense (any one person) Nil

c. Business Auto Policy
(applicable only to company-owned automobiles)

Each Occurrence Bodily Injury and Property Damage Liability Combined $ 300,000
Annual Aggregate Three times each Occurrence Limit

d. Certificate of Insurance

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the four above paragraphs (a), (b), (c) and (d) shall be filed with the Purchasing Director before operations are begun.

The required certificates of insurance shall name Manatee County as additional insured, the types of policy, policy numbers, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the **County**. **Contractor** shall have all required insurance policies in full force and effect during the entire term of the Agreement entered into pursuant hereto.

If the initial insurance expires prior to the completion of operations and/or services by **Contractor**, renewal shall be furnished by **Contractor** and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

ARTICLE 19. LEGAL RESTRAINTS AND LIMITATIONS.

Contractor acknowledges that the **County**, as a unit of local government and a political subdivision of the State of Florida, is subject to restraints, limitations, regulations, and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. **Contractor** agrees that all professional services rendered or performed by **Contractor** pursuant to the provisions of this Agreement shall be in compliance therewith, and the **County** agrees to notify **Contractor** if **County** is made aware of any evidence that **Contractor** may be in violation of above mentioned rules, regulations or laws.

ARTICLE 20. ASSIGNMENT

No assignment of this Agreement or any right or interest herein by either party shall be effective unless the other party shall first give its written consent to such assignment. The performance of the Agreement by **Contractor** is the essence of this Agreement. Notwithstanding, **Contractor** may, without **County's** consent, assign this Agreement to an affiliate or subsidiary of Contractor or its parent corporation, or assign its rights to receive payments hereunder.

ARTICLE 21. AUTHORITY TO EXECUTE.

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement, that the governing or managing body of each of these parties has approved this Agreement and that the governing or managing body of each of the parties has authorized the execution of this Agreement in the manner hereinafter set forth.

ARTICLE 22. NO WAIVER.

The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

ARTICLE 23. EXTENT OF AGREEMENT.

This Agreement, including exhibits and attachments, constitutes the entire agreement of the parties and supersedes any other prior negotiations or representations.

ARTICLE 24. WORK ASSIGNMENTS

The Contractor shall provide future hardware and/or software only after receipt of a written Work Assignment issued in accordance with this article and in accordance with the form provided in attached Exhibit "8" Work Assignment shall be signed by the Contractor and the County and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.

Each Work Assignment shall establish the following:

A. A title for the project and a general description of the purpose for the work.

B. The maximum total compensation and will be paid to the Contractor by the County upon completion of the Work Assignment.

C. A clear indication of the future hardware and/or software to be furnished for a fixed fee and the Contractor shall not exceed the maximum compensation established for such future requirements.

D. The agreed to date of completion for the Work Assignment.

E. Any additional details that may be required to describe the duties and obligations of the parties with respect to a particular Work Assignment.

F . Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment or any service.

G. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof and communication shall be maintained by the Contractor with representatives of the County.

H. Extension of Work Assignments. It shall be the responsibility of the Contractor to ensure at all times that sufficient time remains in the project schedule within which to complete services on the project. In the event there have been delays which would affect the work Assignment completion date, the Contractor shall promptly submit a written request to the County's Contract Manager which identifies the reason(s) for the delay and the amount of time related to each reason. The Contract Manager will promptly review the request and make a determination as to granting all or part of the requested extension. If the Contract Manager determines that an extension of a Work Assignment deadline is appropriate, he/she shall issue a "Letter of Extension" to the Contractor.

I. The County's Contract Manager may approve Work Assignments not exceeding One Hundred Thousand ($100,000) dollars for any single Work Assignment. Any single Work Assignment in excess of One Hundred Thousand ($100,000) dollars, including any reimbursable expenses, shall not be effective unless such Work Assignment has been approved and signed by the Board of County Commissioners. Work Assignments shall not be artificially divided to increase the delegated authority provided to the County's Contract Manager.

ARTICLE 25. NEGOTIATION OF WORK ASSIGNMENT

A. For each project, the County shall negotiate each Work Assignment based on prices provided in attached Exhibit "3", and in no event shall the Contractor be entitled to reimbursement in excess of the amount established in a Work Assignment.

B. If this Agreement is renewed or extended as authorized under Article 6 the Contractor's fee schedule, provided in Exhibit "3" may be adjusted on the anniversary date of the execution of this Agreement using the Bureau of Labor Statistics, Producer Price Index program (Industry Classification: North American Industry Classification System NAICS), U.S.A. 1982-84 equals 100. The NAICS series code is pcu33451433451423 (liquid meters), www.bls.gov/ppi/ppinaics. The adjustment shall be calculated by dividing the Index on the anniversary date of the previous year's index and subtracting 1.00. If, on the anniversary date, the Index shows a change from the Index of the previous year, this percentage, not to exceed four (4%) percent annually, will be used to adjust the prices found in Exhibit "3". This adjustment shall be applicable to work under Work Assignments negotiated after the date of the price adjustment, and shall not apply to Contractor's compensation for any previously agreed to Work Assignment unless the Work Assignment specifically authorizes such an adjustment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: Karen Whittle

Print Name: Karen Whittle

Sign Name: Sonya Smith

Print Name: Sonya Smith

SUNSTATE METER & SUPPLY, INC.

By: Al Ellenburg

Print Name: Al Ellenburg

Title: President

Phone Number: 352-332-7106

Sign Name: Sonya K Suggs

Print Name: Sonya K Suggs

Sign Name: Candance B Singleton

Print Name: Candance B. Singleton

NEPTUNE TECHNOLOGY GROUP, INC.

By: Lawrence M Russo 07/29/2004

Print Name: LAWRENCE M RUSSO

Title: VP FINANCE / SECRETARY

Phone Number: 334-283-6555

Recommended By:

Sign: Diane L Frenz

Diane Frenz, Director
Information Services Department

Recommended By:

Sign: Jim Seuffert

Jim Seuffert, Director
Project Management Department

Approved as to Format and Correctness

Sign: _____

R. C. "Rob"Cuthbert, C.P.M.
Purchasing Division

APPROVED, with a quorum presented and voting this 17 day of August 2004.

"COUNTY"

COUNTY OF MANATEE, a political sub-division of the State of Florida

Attest: _____
R. B. "Chips" Shore
Clerk of the Circuit Court

Sign: _____
Jane von Hahmann, Chairman
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS SEAL MANATEE CO., FLA.

EXHIBIT "1"

SCOPE OF SERVICE

The contractor shall provide an integrated solution providing a hand held meter reading system with automatic meter reading capabilities which shall include necessary hardware, software, installation, training and final acceptance required to verify system functionality. Additionally, the contractor shall furnish additional equipment and system upgrades as detailed in this Agreement and corresponding Exhibits.

A. INITIAL SYSTEM INSTALLATION

PHASE I

1. Finalize Technical Specification - Contractor shall initiate program kickoff and orientation for County personnel on-site which will include finalizing the technical specification and developing an implementation plan, with designate a timeline and list of responsibilities for installation.

2. Test and Acceptance Plan - Develop a Test and Acceptance Plan that shall be used in Phase II.

PHASE II

1. Shipment and Receipt of system hardware and software.

2. System Installation and Implementation shall consist of software installation, hardware set up, and consultation with County personnel for integration into the billing system. Additionally, the contractor shall provide technical assistance as required to assist County personnel in the proper implementation of the system network facilities.

3. Familiarization and System Training shall consist of the following:

    a. Train designated users in using the hand held meter reading system.

    b. Training the system administrator and back-up administrator(s).

    c. Review backup procedures and make recommendations for protecting information on the server.

    d. Provide common issues scenarios and solutions.

4. Testing and Initial Acceptance - Testing will demonstrate all required system functions on a function by function basis and shall be based on the Test and Acceptance Plan developed in Phase I.

PHASE III

1. Final Acceptance - In accordance with Article 5, Acceptance and Final Acceptance of this agreement.

B. GENERAL REQUIREMENTS

1. Data collected shall be stored on a server owned, operated and maintained by Manatee County.

2. System shall generate canned, as well as custom ad hoc reports. Data is to be stored in a format to allow direct access by commercial reporting software such as Crystal Reports.

3. Operating System - Unix is preferred due to enhanced reliability and security. Solaris Unix (8.x) or higher Unix.

4. If a Windows System is proposed it should be Windows 2000.

5. Database Environment should be Oracle 8.x or higher.

6. Application Coding Environments are Java, JSP, Oracle PL/SQL/Forms/Reports, ODBC, C/C++.

7. Commercially available software will be provided, allowing minimum modification to accomplish the County requirements.

8. All system interfaces shall be in batch file mode.

9. System will be able to interface with the County's existing billing system (Indus, Utilities Systems, Inc., Indus Banner CIS Software) which interfaces with the County's accounting system (Bi-Tech, IFAS Software).

10. The server configuration (if appropriate) shall allow for conversion of historical data an allow for future growth. Hardware purchased shall be upgradeable to allow future expansion.

11. Any single failure of an individual component, either hardware or software, shall not cause application of the system as a whole to cease functioning. The contractor shall immediately correct the problem without interruption or degradation of system performance.

12. The contractor shall be responsible for the installation of all software and hardware. Installation of the system shall include conversion of existing data files as required.

13. Provide a user "ID" and password security with the password not displayed.

14. The security module shall allow/deny access based on password levels and have a separate security level for access by the System Administrator.

15. The System Administrator shall have the highest level of security and have the ability to add and/or change security records on-line in real time.

16. Passwords shall consist of ID numbers assigned by the System Administrator and a user defined password.

17. Database updates shall be time stamped and stamped with user ID of person signed on at time of update.

18. If remote login to the server is allowed over the Internet or over a dial up connection it may only be done using an authentication mechanism using traffic encryption.

19. To ensure maximum user productivity, the Contractor will provide a comprehensive training program with the system. The program should be designed to provide users with the skills required to realize maximum system benefits. Training should be available for all levels of personnel in the County who will be interacting with system.

20. The Contractor will provide comprehensive and well-organized documentation with licensed software. The documentation should contain detailed information on system concepts and product functions. Documentation should address both hardware and software, and at a minimum include: installation procedures; system overview and detailed operating procedures; details of commands and functions; and database design detail.

21. All software and hardware warranties will be provides as stated in this document.

C. FUTURE REQUIREMENTS

1. Contractor will provide the hardware/software and professional services required for future requirements and expansion of the hand held meter reading system with automatic meter reading capabilities to include water meters as defined in this agreement.

EXHIBIT "2"

PROJECT PHASES AND PAYMENT SCHEDULE FOR INITIAL SYSTEM INSTALLATION

	PHASES	PAYMENT	SCHEDULE
Phase I			
1.	Finalize Technical Specification	$2,500	15 Days after BCC execution
2.	Develop Test and Acceptance Plan	$2,500	15 Days after BCC execution
Phase II			
1.	Shipment and Receipt of Hardware and Software	$7,500	30 Days after BCC execution
2.	Installation and Implementation	$7,500	30 Days after BCC execution
3.	Familiarization and Training	$7,500	40 Days after BCC execution
4.	Testing and Acceptance	$7,500	45 Days after BCC execution
Phase III			
1.	Final Acceptance	$37,177	135 Days after BCC execution
2.	Neptune, 5/8"x3/4" T10 Bronze Water Meter (2,000 units)	$137,000	165 Days after BCC execution
3.	Neptune, R900 Single Port Pit MIU Unit (2,000 units)	$189,000	165 Days after BCC execution
Total Not To Exceed Cost		**$398,177.00**	

Cost Summary

A. Initial Hand Held Meter Reading System with Automatic Meter Reading Capabilities:

Description	Qty.	Unit Price	Total Price
DAP 4 MB PC9800 Handheld Device Complete with RouteMAPS Template, Internal Lemo Connection, PCMIA Card Slot, PortaMAPS Software Loaded, Universal Charging & Communications Cradle Complete With Connector Cable & 110V Adapter/Battery Charger with rechargeable battery, hand strap, mag mounted antenna and #2380 Rf receiver unit.	13 ea	$3,475.00	$45,175.00
DAPNET Master Communications Cradle Complete with Connector Cable & 110V Adapter (required for Systems with more than one handheld, supports up to twenty (20) handhelds).	1 ea	$1.00	$1.00
DAP RouteMAPS PC Software with System Manual Route MAPS User License and SQL Anywhere User's License.	1 ea	$1.00	$1.00
DAP RouteMAPS PC9800 On-site System Implementation & Training (includes travel & per diem).	1 ea	$2,000	$2,000
Neptune, 5/8"x3/4" T10 Bronze Water Meter Complete with Pl. Bottom & 6-Wheel Electronic Proread 100 Gallon Encoder Register, Factory Potted & Pre-wired to R900 Pit MIU	2,000 ea	$68.50	$137,000
Neptune, V2R900 RF MIU Meter Interface Unit, Complete with Field Replaceable Lithium Battery & 6' Cable (Dual Port Capable)	2,000 ea	$94.50	$189,000
EZ Drive Laptop Drive By Data Collector Complete with MAPS Mobil Route Map Route Management System	1 ea	$25,000	$25,000
Total Not To Exceed Cost			**$398,177.00**

EXHIBIT "3'

FUTURE ACQUISITION PRICING

A. System Components

Description	Unit Price
DAP 4 MB PC9800 Handheld Device Complete RouteMAPS Template, Internal Lemo Connection, PCMIA Card Slot, PortaMAPS Software Loaded, Universal Charging & Communications Cradle Complete With Connector Cable & 110V Adapter/Battery Charger with rechargeable battery, hand strap, mag mounted antenna and #2380 Rf receiver unit.	$3,475.00
DAP PC9800 Handheld Meter Reading Device Complete with Cradle	$2,500.00
DAPNET Master Communications/Charging Cradle Complete with Cable	$1.00
DAP #2380 Handheld RF Receiver Interface Unit for PC9800 Handheld	$1,500.00
EZ Drive Laptop Drive By Data Collector Complete	$25,000.00
DAP RouteMAPS Software	$1.00
Mag Mount Antenna	$65.00

System components include a one (1) year warranty.

B. System Components Warranty Coverage

Description	Unit Price
DAP PC9800 Handheld Meter Reading Device Complete with Cradle	$565.00
DAPNET Master Communications/Charging Cradle	$50.00
DAP #2380 Handheld RF Receiver Interface Unit for PC9800 Handheld	$300.00
EZ Drive Laptop Drive By Data Collector Complete	$5,500.00
DAP RouteMAPS	$600.00

C. Neptune R900 RF MIU Units

Description	Unit Price
R900 Pit MIU complete W/Field Replaceable Battery, 6' Cable	$94.50
R900 Wall MIU complete W/Field Replaceable Battery, 6' Cable	$86.50

D. Neptune Encoder Registers

Description	Unit Price
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only	$50.00

(Any meters manufactured by Schlumberger, Neptune, Rockwell, Sunsus, Invensys, or Precision can be connected to the Neptune system with the purchase of the appropriate electronic encoder register)

E. Meter Washers

Description	Unit Price
3/4" x 1/8' Thick Fiber Meter Connection Washer	$0.10
3/4' x 1/16' Meduim Fiver Meter Connection Washer	$0.09
3/4' x 1/16' Meduim Fiver Meter Connection Washer	$0.08

F. Neptune Meter Pricing with Gallon Encoder Registers

Description	Unit Price
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Direct Read Register	$24.50
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Proread Encoder Register	$68.50
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Encoder Electronic Register	$86.50
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$51.86
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register	$95.56
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Encoder Elect. Register	$113.96
1" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$70.25
1" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register	$114.25
1" T10 Meter W/Bronze Bottom Complete W/Encoder Electronic Register	$132.25
11/2" T10 Meter Complete W/Direct Read Register	$174.33
11/2" T10 Meter Complete W/Proread Encoder Register	$218.33
11/2" T10 Meter Complete W/Encoder Electronic Register	$236.33
2" T10 Meter Complete W/Direct Read Register	$246.00
2" T10 Meter Complete W/Proread Encoder Register	$290.00
2" T10 Meter Complete W/Encoder Electronic Register	$308.00
11/2" HP Turbine Meter complete W/Direct Read Register	$283.78
11/2" HP Turbine Meter complete W/Proread Encoder Register	$327.78
11/2" HP Turbine Meter complete W/Encoder Electronic Register	$345.78
2" HP Turbine Meter complete W/Direct Read Register	$319.89
2" HP Turbine Meter complete W/Proread Encoder Register	$363.89
2" HP Turbine Meter complete W/Encoder Electronic Register	$381.89

3" HP Turbine Meter complete W/Direct Read Register	$431.56
3" HP Turbine Meter complete W/Proread Encoder Register	$475.56
3" HP Turbine Meter complete W/Encoder Electronic Register	$493.56
4" HP Turbine Meter complete W/Direct Read Register	$672.67
4" HP Turbine Meter complete W/Proread Encoder Register	$716.67
4" HP Turbine Meter complete W/Encoder Electronic Register	$734.67
6" HP Turbine Meter complete W/Direct Read Register	$1,483.78
6" HP Turbine Meter complete W/Proread Encoder Register	$1,527.78
6" HP Turbine Meter complete W/Encoder Electronic Register	$1,545.78
8" HP Turbine Meter complete W/Direct Read Register	$2,228.22
8" HP Turbine Meter complete W/Proread Encoder Register	$2,272.22
8" HP Turbine Meter complete W/Encoder Electronic Register	$2,290.22
10" HP Turbine Meter complete W/Direct Read Register	$3,672.67
10" HP Turbine Meter complete W/Proread Encoder Register	$3,716.67
10" HP Turbine Meter complete W/Encoder Electronic Register	$3,734.67
12" HP Turbine Meter complete W/Direct Read Register	$4,672.67
12" HP Turbine Meter complete W/Proread Encoder Register	$4,716.67
12" HP Turbine Meter complete W/Encoder Electronic Register	$4,734.67
2" Tru-Flo Compound Meter Complete W/Direct Read Register	$912.00
2" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$1,000.00
2" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$1,036.00
3" Tru-Flo Compound Meter Complete W/Direct Read Register	$1,067.78
3" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$1,155.78
3" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$1,191.78
4" Tru-Flo Compound Meter Complete W/Direct Read Register	$1,489.78
4" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$1,577.78
4" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$1,613.78
6" Tru-Flo Compound Meter Complete W/Direct Read Register	$2,456.44
6" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$2,544.44
6" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$2,580.44
6" x 8" Tru-Flo Compound Meter Complete W/Direct Read Register	$4,012.00
6" x 8" Tru-Flo Compound Meter Complete W/Proread Encoder Register	$4,100.00
6" x 8" Tru-Flo Compound Meter Complete W/Encoder Electronic Register	$4,136.00

4" x 1" HP Protectus III Fire Service Compound W/Direct Read Register	$4,012.00
4" x 1" HP Protectus III Fire Service Compound W/Proread Encoder Register	$4,100.00
4" x 1" HP Protectus III Fire Service Compound W/Encoder Electronic Register	$4,136.00
6" x 11/2" HP Protectus III Fire Service Compound W/Direct Read Register	$5,567.56
6" x 11/2" HP Protectus III Fire Service Compound W/Proread Encoder Register	$5,655.56
6" x 11/2" HP Protectus III Fire Service Compound W/Encoder Elect. Register	$5,691.56
8" x 2" HP Protectus III Fire Service Compound W/Direct Read Registers	$7,456.44
8" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$7,544.44
8" x 2" HP Protectus III Fire Service Compound W/Encoder Electronic Registers	$7,580.44
10" x 2" HP Protectus III Fire Service Compound W/Direct Read Registers	$10,678.67
10" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$10,766.67
10" x 2" HP Protectus III Fire Service Compound W/Encoder Registers	$10,802.67

G. Meter Box Lid Cutters

Description	Unit Price
Relton #HS-30, 13/4" Brazed-Carbide Holesaw W/Shank & Pilot Bit (for steel, cast iron, stainless steel, or aluminum lids)	$99.00
Relton #1WHS, 13/4" Holesaw W/Shank & Pilot Bit (for plastic lids)	$95.00
Relton #TD-28-9, 13/4" Removable Shank Core Bit (for concrete lids)	$149.00

H. Meter Boxes and Lids

Description	Unit Price
Russell-Sigma #1910 Cast Iron Meter Box Lid Only W/Electronic Reading Hole	$9.90
Russell-Sigma #1910 Meter Box Complete W/Electronic Reading Hole	$19.50
Rome #1910 Meter Box Cover Only W/Electronic Reading Hole Standard Black Shop Coating	$12.50
Relton #HS-30 1 3/4" Brased-Carbide Holesaw W/Shank & Pilot Bit (for steel, cast iron, stainless steel, or aluminum lids)	$99.00

Relton #1WHS, 1 3/4" Holesaw Complete W/Shank & Pilot Bit (for plastic lids)	$95.00
Relton #TD-28-9, 1 3/4" Removable-Shank Core Bit (for concrete lids)	$149.00

I. Future Price Consideration

At any time during the period of performance of this Agreement the Contractor offers, bids, or proposes a lower price to any Private entity, Federal, State or Local government that price will be made available to the County in the negotiation of any work assignment

Should lower prices not be available the following will dictate the pricing structure: on the anniversary date of the execution of this Agreement using the Bureau of Labor Statistics, Producer Price Index program (Industry Classification: North American Industry Classification System NAICS), U.S.A. 1982-84 equals 100. The NAICS series code is pcu33451433451423 (liquid meters), www.bls.gov/ppi/ppinaics. The adjustment shall be calculated by dividing the Index on the anniversary date of the previous year's index and subtracting 1.00. If, on the anniversary date, the Index shows a change from the Index of the previous year, this percentage, not to exceed four (4%) percent annually, will be used to adjust the prices found in this Exhibit.

EXHIBIT "4"

SOFTWARE/HARDWARE DESCRIPTION

NEPTUNE®

Neptune Technology Group Inc.

ARB® Water Revenue System™

EZDrivePLUS™ Mobile Data Collector



The EZDrivePLUS™ unit can be easily and safely set up in almost any vehicle within minutes.

Key Features

- **Compatible with R900 RF MIUs**
- **Advanced technology for improved reading efficiency and integrity**
- **Digital processing and multi-channel receiver**
- **Portable for easy movement from vehicle to vehicle**
- **Utilizes PCMCIA memory card for route storage and transfer**
  - Larger capacity holds more routes and is more reliable than floppy discs
- **Compatible with EZRouteMAPS™ and RouteMAPS® host route management software**

Neptune's EZDrivePLUS™ is a rugged, compact, portable, easy-to-use, meter reading device. It can be securely placed in the passenger seat of any vehicle with a standard seat belt and powered by the cigarette lighter receptacle.

Data transmitted by R900 radio frequency (RF) meter interface units (MIUs) is received and stored by the EZDrivePLUS mobile data collector. Information can be quickly uploaded to the host software at the utility office. The host software transfers the customer information to the billing computer to generate customer bills.

The EZDrivePLUS unit can be easily and safely set up in almost any vehicle within minutes. Its carrying case neatly and securely holds the cigarette lighter plug-in power-cord, the magnetic-based antenna, the rugged laptop PC (used to run the EZRoutePLUS software), and the MIU signal receiving/processing unit.

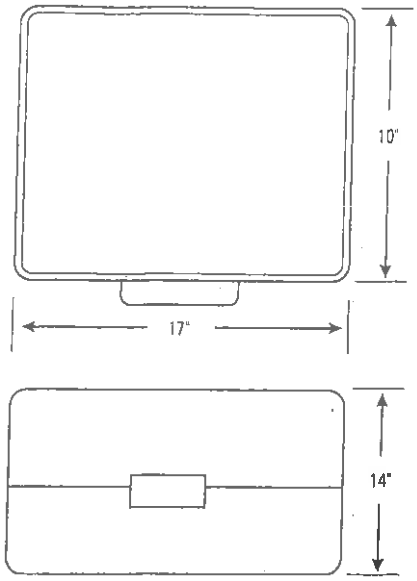
EZDrivePLUS software is designed to significantly reduce the time required to collect and process meter reading data while increasing meter reader safety and efficiency. It utilizes menu-driven commands to allow the user to effortlessly control all aspects of the meter reading process. No operator intervention is necessary once reading has started. At any time, the operator can view either read or unread accounts with a touch of the screen.

Utility Advantages

The EZDrivePLUS unit provides the meter reading industry with many advantages over other existing AMR systems.

- Improves meter reading accuracy
- Addresses "hard-to-read" meters
- Reads all meters loaded regardless of which route is displayed
- Increases meter reader safety
- Reduces man-hours needed to collect and process meter reading information
- Suits any size utility
- Portable and easy to setup

Dimensions



Specifications

- Electrical Specifications:
  - Power consumption: 5A
  - Power supply: 12V DC via cigarette lighter connector
- Receiver Specifications:
  - Channel frequency: 910 to 920 MHz
  - FCC compliance: FCC verification: Part 15
- Rugged Laptop PC (Intel Pentium 300 MHz MMX):
  - Keyboard:
    - ◊ 12 function keys
    - ◊ Spill-proof membrane design
    - ◊ Backlight with built-in solid-state mouse and embedded numeric keypad
    - ◊ 7 programmable function keys
  - Display:
    - ◊ Touch screen
    - ◊ User adjustable contrast/intensity
    - ◊ Light sensor automatically adjusts screen intensity per ambient light
    - ◊ Shock/scratch-resistant, anti-glare plate
  - Operating system:
    - ◊ Flash upgradeable BIOS with advanced power management interface
- Environmental Conditions:
  - Operating temperature: 32° to 122° F (0° to 50° C)
  - Storage temperature: -40° to 185° F (-40° to 85°C)
  - Operating humidity: 5 to 95% non-condensing relative humidity
- Physical Specifications
  - Shipping weight: 38 lbs (17.3 kgs)

Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE®

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078, USA
Tel: (800) 645-1892
Fax: (334) 283-7299

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Ejército Nacional No. 418
Piso 12, Desp. 1201-1202
Col. Chapultepec Morales
Delegación Miguel Hidalgo
11570 México, Distrito Federal
Tel: (525) 5203 5294 / (525) 5203 5708
Fax: (525) 5203 6503

www.neptunetg.com

PS EZORIVEPLUS 05.03
© Copyright 2003, Neptune Technology Group Inc.
RouteMAPS and RouteMAPS are registered trademarks of Neptune Technology Group Inc. Windows is a registered trademark of Microsoft Corporation

NEPTUNE®

Neptune Technology Group Inc.

RouteMAPS®
Route Management Software

The RouteMAPS Windows® platform is an easy-to-use system, supporting drag-and-drop operations, yet powerful enough to manage even the largest meter reading work force.



RouteMAPS software offers water utilities an innovative choice in meter reading route management.

A Complete Solution

From exchanging files with the utility mainframe to sending route information to the handheld computers, the RouteMAPS software manages the entire meter reading process.

- Customer and route data are imported from the utility billing database server.
- The routes can be split or grouped before being assigned to handhelds and field operatives.
- Data is transferred to handheld computers simultaneously without interfering with other ongoing operations on the system in a true multitasking environment.
- Data is transferred between the RouteMAPS host and the handheld computers either through a direct serial connection or by modem link, allowing the utilization of remotely or home-based field personnel.
- Data captured in the field is processed by the RouteMAPS host before being uploaded back to the billing system while various custom reports may be generated.
- Some tasks may be scheduled to run at certain times or it can be done manually.

Key Features

- **Route management**
- **Windows NT based**
- **Meter reading data management**
- **Drag-and-drop simplicity**
- **Open architecture**
- **Client/server system**
- **Multi-tasking**
- **ODBC compliant database**
- **Remote site (modem) capable**
- **Easily networked**
- **Graphical intuitive user interface**
- **Scaleable for large numbers of handhelds**
- **Works with PC9300 or PC9800 handhelds**
- **Supports drive-by meter reading**
- **Numerous security levels**
- **Report editor and generator**
- **Multi-language support**
- **Customized handheld display for each meter reader**

Minimum hardware required:

- Stand-alone or server machine: Microsoft Windows NT-certified machine, Pentium 200 MHz, 2 GB HD, 48 MB RAM, 800 x 600 display with 15" monitor
- Client machine: Microsoft Windows NT-certified machine, Pentium 133 MHz, 1GB HD, 32 MB RAM, 800 x 600 display with 15" monitor

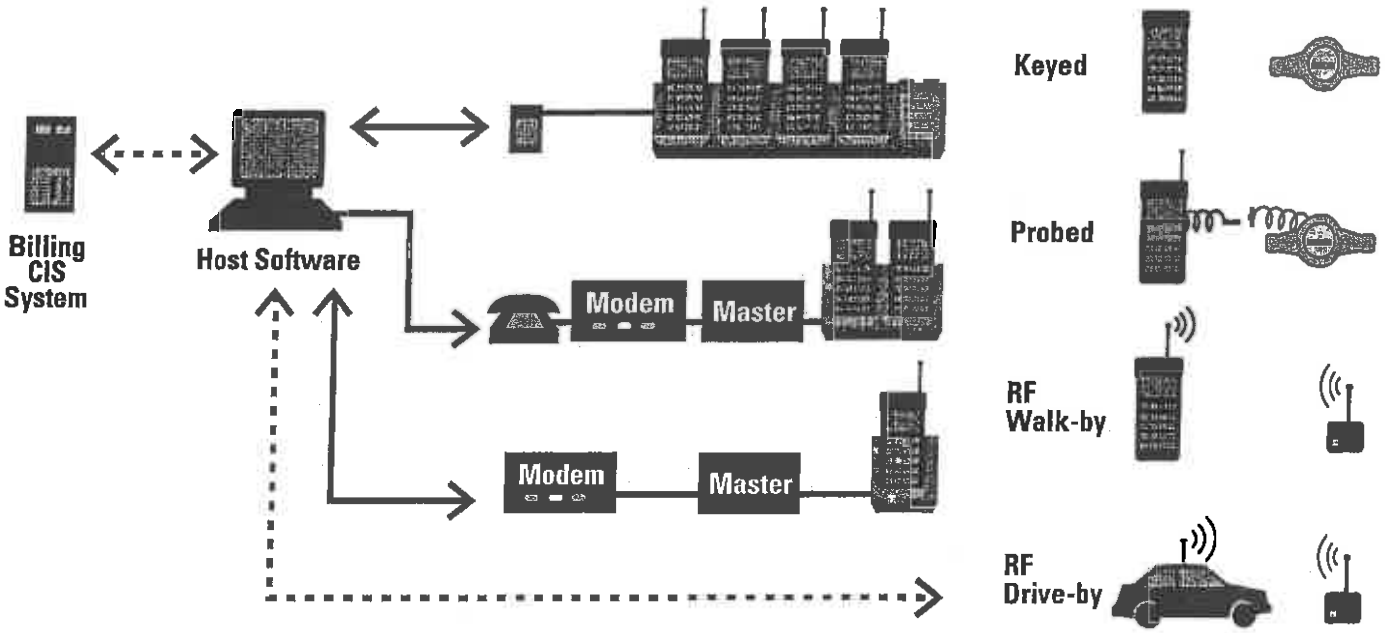
Software required:

- Microsoft Windows NT, version 4.0 or greater
- Sybase SQL Anywhere 5.5.01 thru 5.5.05 or Sybase Adoptive Server Anywhere 6.0 (included)

Options for the Future

RouteMAPS supports the system by delivering scaleability in an open architecture system. RouteMAPS is particularly suited to grow with the needs of any meter reading organization. RouteMAPS offers true multiple resource capabilities and multiple vendorcompatibility.

The RouteMAPS Windows platform is an easy-to-use system, supporting drag-and-drop operations, yet powerful enough to manage even the largest meter reading work force. RouteMAPS provides flexibility in the selection of cost-effective, scaleable, and migrateable solutions. The adaptability of this new software helps safeguard investments in meters and meter reading technologies.



Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE®

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078, USA
Tel: (800) 645-1892
Fax: (334) 283-7299

Neptune Technology Group Inc.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Via Gustavo Baz No. 29-C
Col. Naucalpan Centro
53000 Naucalpan, Estado de México
Tel: (525) 358-8737
Fax: (525) 576-1934

www.neptunetg.com

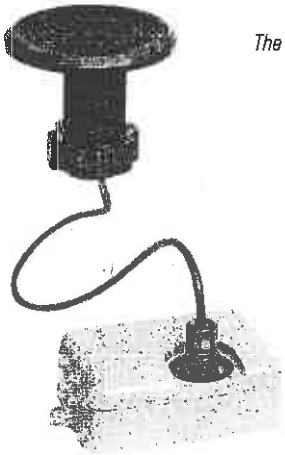
PS ROUTEMAPS 12.01
© Copyright 2001, Neptune Technology Group Inc.
RouteMAPS is a registered trademark of Neptune Technology Group Inc. Windows 95, NT, and MS-DOS are registered trademarks of Microsoft Corporation.

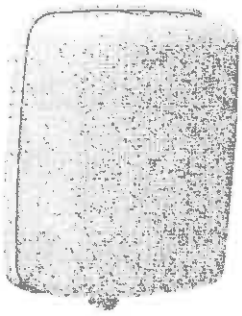
NEPTUNE®

Neptune Technology Group Inc.

ARB® Water Revenue System™

R900 RF Wall or Pit MIU





The R900 MIU provides water utilities with a reliable and economical RF reading solution.

The R900 Meter Interface Unit (MIU) is a compact electronic device that collects meter-usage data from up to two networked encoder registers and transmits the data for collection by the meter reader. The R900 MIU is compatible with ARB® III, IV & V, ProRead™, and Invensys ECR® II & III* encoder registers. The R900 MIU automatically detects the type of register to which it is connected so no field programming is necessary.

Data transmitted by the MIU is received by the Neptune walk-by, mobile, or fixed-network data collection systems and stored for downloading at the utility office. The R900 MIU is a one-way communication device that transmits data using frequency hopping spread-spectrum technology to ensure data security and improve meter reading accuracy and reliability.

When connected to a single encoder register by a three-conductor wire, the R900 MIU reads the register automatically once an hour and transmits the meter reading with MIU ID number every 10 seconds. When connected to two networked encoder registers, the R900 MIU reads the registers automatically once an hour and transmits the meter readings with MIU ID numbers alternately every 7 seconds.

As part of the ARB "absolute" encoder technology, the remote electronic reading is guaranteed to match the reading on the encoder register exactly (once per hour) when the R900 MIU interrogates the encoder register.

R900 Wall MIU

The R900 Wall MIU features a compact enclosure that can be easily mounted to most flat wall surfaces or pipe. The R900 Wall MIU can be installed as far as 500 feet from the encoder register. The MIU is designed to easily upgrade existing probe-based systems that use wall receptacles.

R900 Pit MIU

The R900 Pit MIU features a compact enclosure equipped with an external antenna for optimal performance. The antenna is designed to be mounted above the pit lid through the industry standard 1-3/4" hole. The rugged antenna design allows installation in high traffic areas and the electronic enclosure is fully potted to withstand flooded pit environments. The MIU is designed to easily upgrade probe-based systems that use pit receptacles.

Key Features

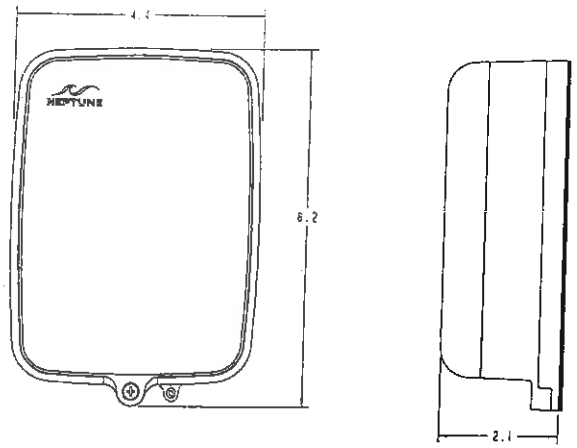
- **No FCC license required**
- **No MIU programming required - automatically detects register type**
- **Long-life lithium battery**
- **Available in both a wall and a pit version**
- **Fully submersible pit enclosure**
- **Rugged pit antenna design to withstand traffic**
- **Reads up to two networked ProRead encoder registers**
- **Can be connected to a compound meter or two separate meters**
- **Compatible with RouteMAPS® and EZRouteMAPS™ route management software**
- **Allows migration from walk-by to mobile & fixed-network data collection systems**
- **Exact encoder reading hourly**
- **Compact size**

* When connected to R900 version 2 only.

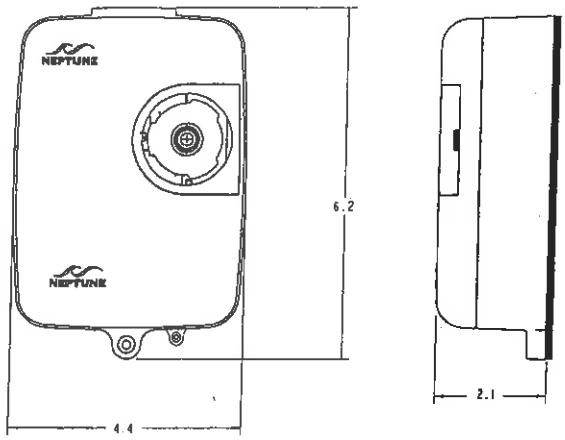
* The ECR® III register is supported when programmed with the same format used in the "6 wheel ECR II register."

Dimensions

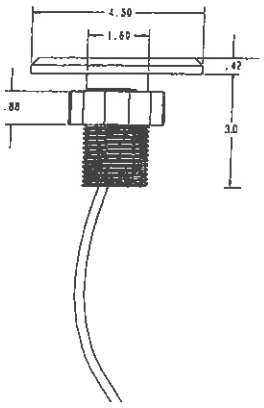
R900 Wall MIU

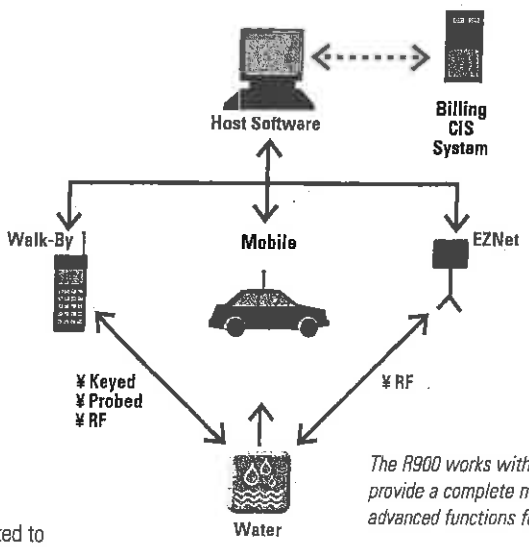


R900 Pit MIU



R900 Pit Antenna





The R900 works with route management software to provide a complete meter reading solution with advanced functions for water utilities.

* When connected to R900 version 2 only.

Utility Advantages

As part of the Neptune walk-by, mobile, or fixed-network data collection systems, the R900 MIU provides the meter reading industry with many advantages.

- Enhanced output power allows migration from walk-by to mobile and fixed-network for targeted C&I accounts
- Improves meter reading accuracy
- Addresses "hard-to-read" meters
- Increases meter reader safety
- Minimizes reading time
- Enhances customer care
- Reduces material and installation costs
- Suitable for any size utility
- Requires no FCC license
- Requires no MIU programming
- Easy to install
- Easily upgradable with existing probe-based systems

Technical Specifications

- Electrical Specifications:
  - Power: Lithium battery
- Transmitter Specifications:
  - Transmit period: Every 10 seconds for single meter and alternately every 7 seconds for two networked encoder registers
  - Transmitter channels: 50
  - Channel frequency: 910 to 920 MHz spread spectrum
  - Output power: Meets FCC Part 15.247
  - FCC verification: Part 15.247
- Encoder Register Interface - Wall:
  - Maximum cable length: Networked - 250 feet (91 m) (total for both registers); Single Register - 500 feet (152 m)
- Encoder Register Interface - Pit:
  - Two available wire lengths: 6 feet and 25 feet
- Environmental Conditions:
  - Operating temperature: -22°F to 149°F (-30°C to 65°C)
  - Storage temperature: -40°F to 158°F (-40°C to 70°C)
  - Operating humidity: 0 to 100%
- Functional Specifications:
  - 1-2 register readings
  - 1-2 MIU IDs

Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE®

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078, USA
Tel: (800) 645-1892
Fax: (334) 283-7299

Neptune Technology Group (Canada) Ltd
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Ejército Nacional No. 418
Piso 12, Desp. 1201-1202
Col. Chapultepec Morales
Delegación Miguel Hidalgo
11570 México, Distrito Federal
Tel: (525) 5203 5294 / (525) 5203 5708
Fax: (525) 5203 6503

www.neptunetg.com

PS R900 05.03
© Copyright 2003, Neptune Technology Group Inc.
RouteMAPS is a registered trademark of Neptune Technology Group Inc.

NEPTUNE®

Neptune Technology Group Inc.

ProRead AutoDetect Register

AutoDetect is a first step toward a totally automated meter system.



The ProRead AutoDetect register provides an actual direct reading of the register odometer. The ProRead is fully programmable up to a 10-digit ID number, 3 user characters, 3-6 digit meter reading, and meter networking. The register is oil-filled for use in pits, vaults, or other wet environments.

ProRead AutoDetect is the first step toward a totally automated meter system. The encoder provides error-free remote electronic reading capability without the need for batteries. For reading convenience, the register can be mounted in one of four positions on the meter. The ProRead AutoDetect register can distinguish between 2-wire and 3-wire register protocol.

With the ProRead AutoDetect register more reads can be captured per day. Upgrading a meter from a receptacle pad to an R900 will require no reprogramming. Billing cycles will be shortened, and automated bill preparation will improve cash flow.

Warranty

Neptune provides a 10-year limited warranty with respect to its ProRead Auto Detect register for performance, materials, and workmanship.

Key Features

- When programmed in 2-wire mode, the register will distinguish between 2-wire and 3-wire register protocol
- Reprogrammable 1 to 10 digit ID, 3 to 6 digit meter reading
- All registers are oil-filled for moisture protection in humid environments
- Eliminates lockouts and callbacks
- Full sweep hand for testing
- Leak detection on register face
- Tamperproof seal to meter
- Ideal for compounds, R900s, manifold settings, and submetering where two registers can be read with one receptacle, when formatted properly
- Multi-pit receptacles are prewired, sealed in 6' or 25' wire lengths, and can be potted and pre-wired

Registration and Register Capacity

Meter Size	Gallons (U.S. & Imperial) 4-Wheel	6-Wheel		Cubic Feet (ft^3) 4-Wheel	6-Wheel		Cubic Metres (m^3) 4-Wheel	6-Wheel	
4 and 6 -Wheel Encoded Odometers									
5/8", 3/4", 1	9999	9 0/5	0	9999	9 0/5		9999	9 0/5	-
1 1/2"	9999	9 0/5	00	9999	9 0/5	0	9999	9 0/5	-
2", 3", 4"	9999	9 0/5	00	9999	9 0/5	0	9999	9 0/5	-
6", 8", 10", 12"	9999	9 0/5	000	9999	9 0/5	00	9999	9 0/5	0
16", 20"	9999	9 0/5	0000	9999	9 0/5	000	9999	9 0/5	00

Some other special resolutions available upon request.

Specifications

- Materials
  - Encoder register housing: Polycarbonate
  - Remote receptacles: ABS
  - Connecting wire: 3-lead #22 AWG
- Distance
  - A single register may be located with up to 500 feet of wire from receptacle.
  - Two networked registers can be located with up to 300 feet of wire from receptacle.

Options

- Sizes
  - Available in all sizes and makes of current Neptune meters.
- Electronic Accessory Equipment
  - Advantage
  - Pocket ProReader
  - DAP Handhelds
  - R900s (Single or Dual)
- Units of Measure: U.S. Gallons, Cubic Feet, Imperial Gallons, Cubic Metres

Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE.

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078, USA
Tel (800) 645-1892.
Fax (334) 283-7299

Neptune Technology Group Inc.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel (905) 858-4211
Fax (905) 858-0428

Neptune Technology Group Inc.
Via Gustavo Baz No. 29-C
Col. Naucalpan Centro
53000 Naucalpan, Estado de México
Tel (525) 358-8737
Fax (525) 576-1934

www.neptunetg.com

PS PROREAD 12.01
© Copyright 2001, Neptune Technology Group Inc.

NEPTUNE®

Neptune Technology Group Inc.

ARB® Water Revenue System™

DAP PC9800 Handheld Computer

The DAP PC9800 handheld computer operates together with Neptune's route management software to provide a complete meter reading solution with advanced functions for water utilities.



Key Features

- **AMR capable – fully compatible with R900 MIUs**
- **Rugged for harsh environments**
- **Full alphanumeric keypad – raised independent rubber keys with tactile feedback**
- **Large temperature compensated display**
- **Replaceable long life lithium Ion battery – intelligent fast charge system**
- **Supported by a certified customer support center**

Key Benefits

- **Migrates from multiple data collection methods: manual keyed entry, probed encoders with Advantage II, and walk-by RF**
- **Built for utility meter reading applications**
- **Easy to use with a gloved hand – right or left hand operation**
- **Optimal visual character recognition for outdoor applications**
- **Maximize field productivity**
- **Courteous, prompt, and conscientious support specialists available if needed**

The DAP PC9800 handheld computer operates together with Neptune's route management software to provide a complete meter reading solution with advanced functions for water utilities. Its features and durable construction are ideally suited to address meter reading applications and to interface with most common meter adapters and probes.

Features for the Future

With its high performance 386 processor, large memory, and MS-DOS compatibility, the PC9800 paves the way to performing a wide variety of field services.

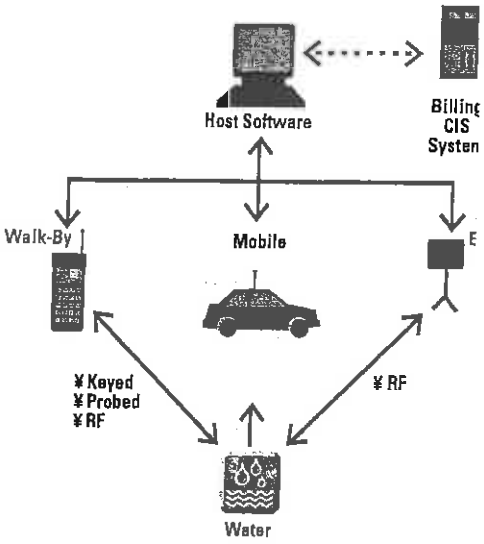
Wireless RF links and serial ports make this handheld computer the ideal platform for easy connection of peripherals, enabling a whole world of application opportunities. It can be configured with a choice of RF adapters to collect data from RF meter interface units.

Designed for Ease of Use and Harsh Environments

The rugged, ergonomically designed case was developed with the field user in mind. It enhances day-to-day performance and makes field work easier and more comfortable, even in harsh environments and extreme weather conditions.

With its large screen, the PC9800 offers customizable display resolution to adapt to the application and make all necessary information available at a glance.

The PC9800 works with route management software to provide a complete meter reading solution with advanced functions for water utilities.



Dimensions

Casing size:

- Height: 39 mm min., 60 mm max. (1.53" min., 2.36" max.)
- Width: 90 mm min., 104 mm max. (3.53" min., 4.08" max.)
- Length: 248 mm (9.74")

Weight

1.9 lb. (840 g with batteries)

Temperature

- Specified: -4°F to +122°F (-20°C to +50°C)
- Operating: -22°F to +122°F (-30°C to +50°C)
- Storage: -40°F to +158°F (-40°C to +70°C)
- Humidity: 95% non-condensing

Environmental Resistance

- Resistant to various chemical products
- Shock resistant (meets MIL-STD-810E method 516.4 proc. 4, CEI 68-2-32)
- Sealed to keep out dust, humidity, and water (meets: MIL-STD-810E method 506.3 proc. 1 or method 512.3 proc.1)
- Withstands electrostatic discharge (meets: CEI-801-2)

Certificates

- CE certified
- FCC, class A
- ISO 9001

Accessories

- Ergonomic hand strap, adjustable for either right-handed or left-handed user
- Optional shoulder strap
- Real time clock

Technical Specifications

- Processor
  - 386 processor 25 MHz, full PC compatibility
- Operating System
  - DOS Version 6.22
  - SystemSoft® 386 BIOS
- Memory
  - Flash ROM for BIOS, DOS, communication and SETUP programs: 512 KB
  - 4 MB SRAM
  - 8MB NAND memory type
- Display
  - LCD, dot-matrix, 200 x 200 pixels, FSTN, backlit screen
  - CGA-compatible text and graphics
  - Multiple fonts support up to 25 lines of 33 characters (RouteMAPs only)
  - Automatic temperature compensation
  - Contrast
- Keyboard
  - Highly ergonomic keyboard, tactile and audible feedback, 51 multifunction keys, including direct access cursors, functions and ESC keys
  - Single-hand typing feature
  - Keyboard has optional backlit rubber keys
- Power
  - On/Off switch, manual and automatic turn off
  - Rechargeable lithium-ion battery pack with intelligent fast-charge mode
  - Integrated charge status and low-battery indicator
  - Separate rechargeable lithium-manganese battery back-up for long data retention
  - Application independent power management and APM 1.1 support
  - Power gauge support for main battery
- Communication
  - DAP Infrared port to communicate with cradles (up to 38,400 bps)
  - RS232 port (LEMO connector), communication up to 38,400 bps

Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE®

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078, USA
Tel: (800) 645-1892
Fax: (334) 283-7299

Neptune Technology Group (Canada) Ltd.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Ejército Nacional No. 418
Piso 12, Desp. 1201-1202
Col. Chapultepec Morales
Delegación Miguel Hidalgo
11570 México, Distrito Federal
Tel: (525) 5203-5294 / (525) 5203-5708
Fax: (525) 5203-6503

www.neptunetg.com

PS DAP 9800 08.03
© Copyright 2003, Neptune Technology Group Inc.
RouteMAPS is a registered trademark of Neptune Technology Group Inc. Windows 95, NT, and MS-DOS are registered trademarks of Microsoft Corporation.

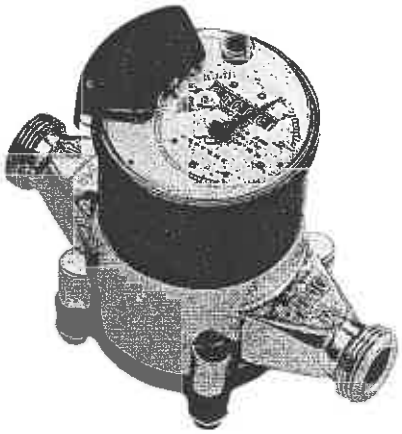
NEPTUNE®

Neptune Technology Group Inc.

T-10 Meter

Sizes: 5/8", 3/4", and 1"

T-10 water meters are warranted for performance, materials, and workmanship.



Every T-10 water meter meets or exceeds the latest AWWA C700 Standard. Its nutating disc, positive displacement principle is time proven for accuracy and dependability since 1892, ensuring maximum utility revenue.

Construction

The T-10 water meter consists of three major assemblies: a register, an EnviroBrass® II maincase, and a nutating disc measuring chamber.

The T-10 meter is available with a variety of register types. For reading convenience, the register can be mounted in one of four positions on the meter.

The corrosion-resistant EnviroBrass II maincase will withstand most service conditions: internal water pressure, rough handling, and in-line piping stress.

The innovative floating chamber design of the nutating disc measuring element protects the chamber from frost damage while the unique chamber seal extends the low flow accuracy by sealing the chamber outlet port to the maincase outlet port. The nutating disc measuring element utilizes corrosion-resistant materials throughout and a thrust roller to minimize wear.

Warranty

Neptune provides a limited warranty with respect to its T-10 water meters for performance, materials and workmanship.

When desired, maintenance is easily accomplished either by replacement of major assemblies or individual components.

Systems Compatibility

Adaptability to all present and future systems for flexibility.

Key Features

■ Register

- Magnetic drive, low torque registration ensures accuracy
- Impact-resistant register
- High resolution, low flow leak detection
- Bayonet style register mount allows in-line serviceability
- Tamperproof seal pin deters theft
- Date of manufacture, size, and model stamped on dial face

■ EnviroBrass II Maincase

- Made from EnviroBrass II
- ANSI/NSF 61 Certified
- Lifetime guarantee
- Resists internal pressure stresses and external damage
- Handles in-line piping variations and stresses
- EnviroBrass II provides residual value vs. plastic
- Electrical grounding continuity

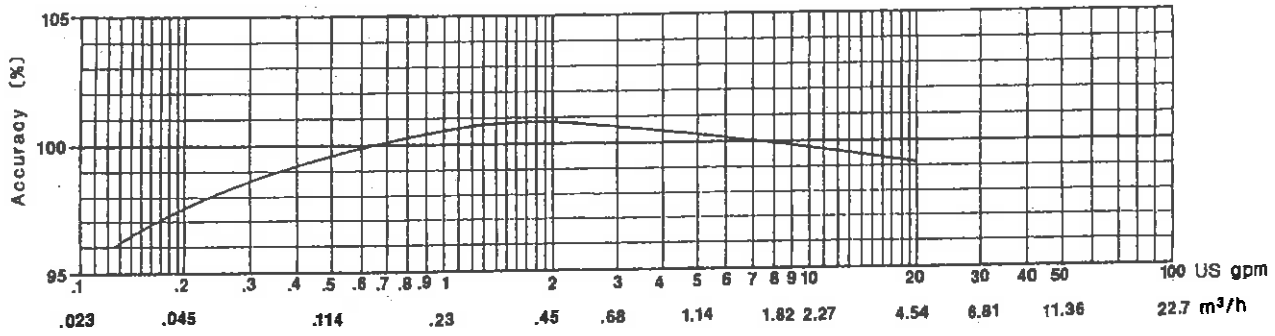
■ Nutating Disc Measuring Chamber

- Positive displacement
- Widest effective flow range for maximum revenue
- Proprietary polymer materials maximize long term accuracy
- Floating chamber design is unaffected by meter position or in-line piping stresses

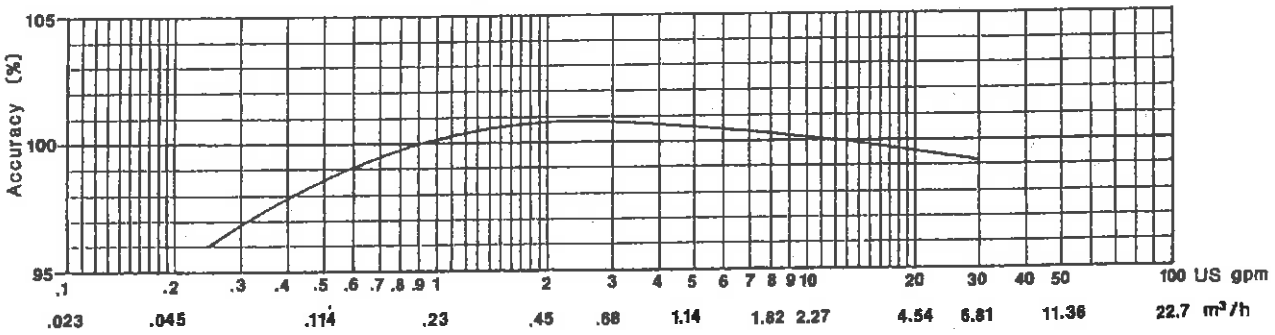
T-10 Meter

Sizes: 5/8", 3/4", and 1"

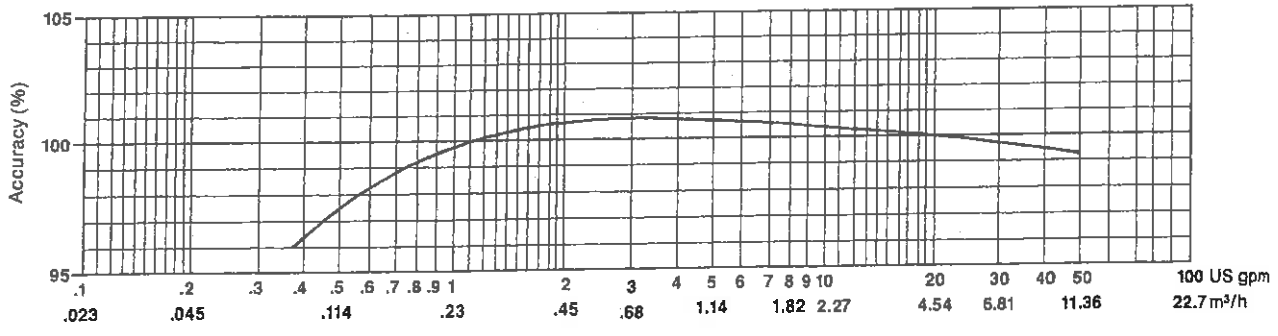
5/8" Accuracy



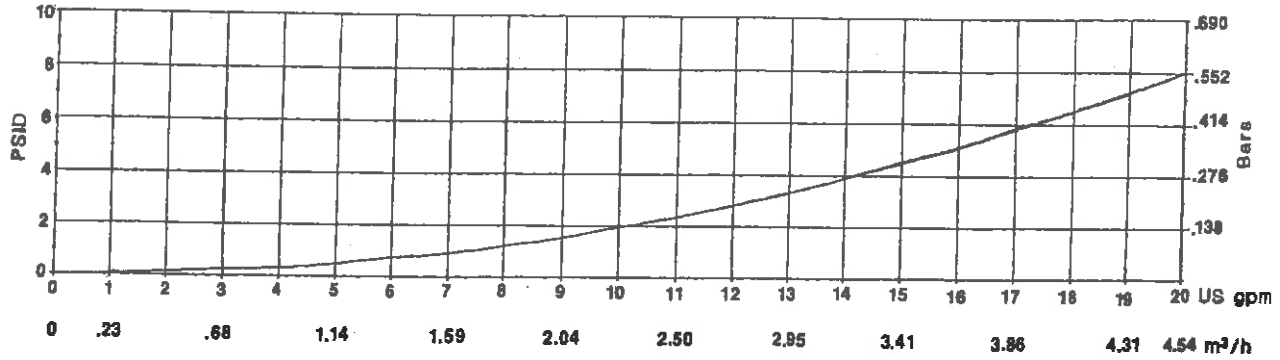
3/4" Accuracy



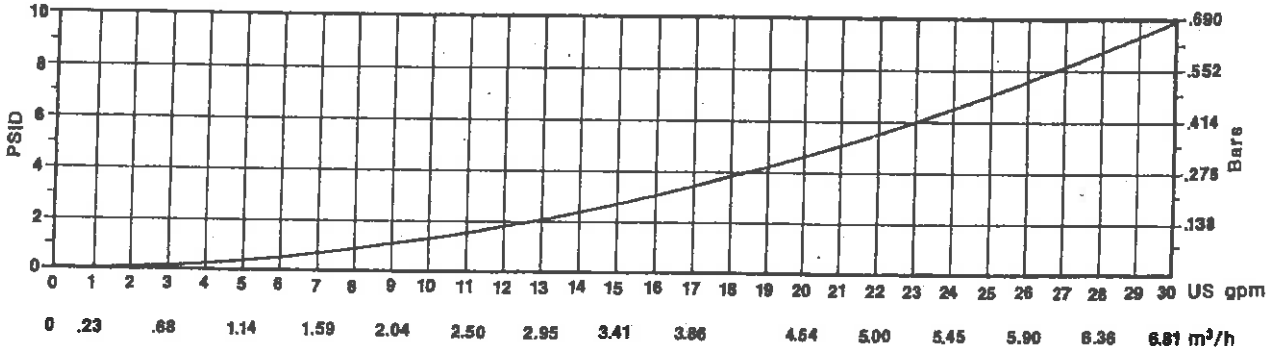
1" Accuracy



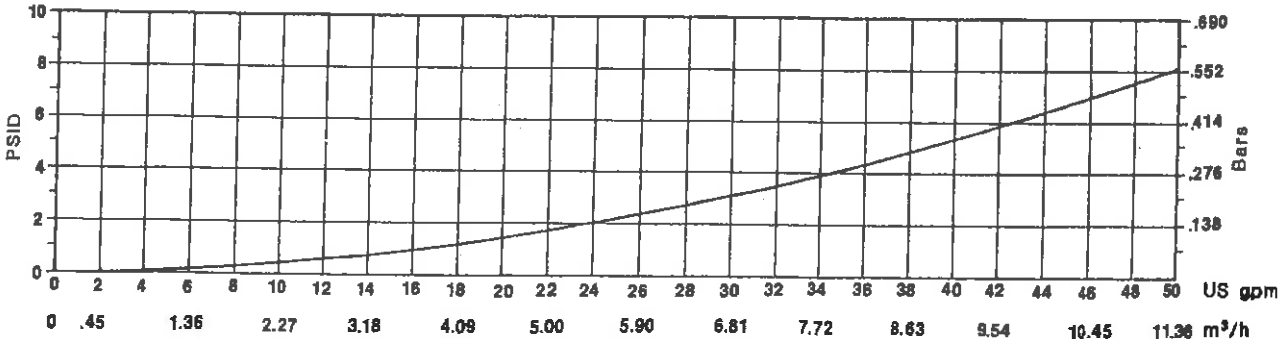
5/8" Pressure Loss



3/4" Pressure Loss



1" Pressure Loss



These charts show typical meter performance. Individual results may vary.

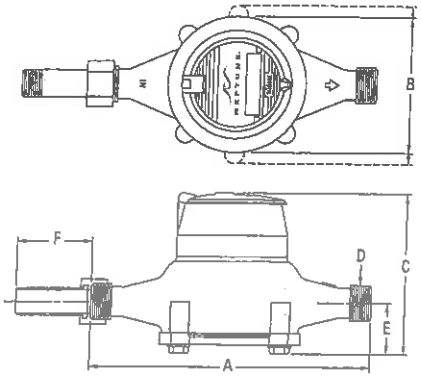
Operating Characteristics

Meter Size	Normal Operating Range @100% Accuracy (±1.5%)	AWWA Standard	Low Flow @ 95% Accuracy
5/8"	1/2 to 20 US gpm 0.11 to 4.55 m³/h	1 to 20 US gpm 0.23 to 4.5 m³/h	1/8 US gpm 0.03 m³/h
3/4"	3/4 to 30 US gpm 0.17 to 6.82 m³/h	2 to 30 US gpm 0.45 to 6.8 m³/h	1/4 US gpm 0.06 m³/h
1"	1 to 50 US gpm 0.23 to 11.36 m³/h	3 to 50 US gpm 0.68 to 11.4 m³/h	3/8 US gpm 0.09 m³/h

Registration

Registration (per sweep hand revolution)		5/8"	3/4" & 1"
10	US Gallons	✓	✓
10	Imperial Gallons	✓	✓
1	Cubic Foot	✓	✓
0.1	Cubic Metre	✓	✓
0.01	Cubic Metre	✓	

Register Capacity (6-Wheel odometer)		5/8"	3/4" & 1"
10,000,000	US Gallons	✓	✓
10,000,000	Imperial Gallons	✓	✓
1,000,000	Cubic Feet	✓	✓
100,000	Cubic Metres	✓	✓
10,000	Cubic Metres	✓	



Dimensions

Meter Size	A in/mm	B in/mm	C-Std in/mm	C-ARB in/mm	D-Threads per inch	D-OD in/mm	E in/mm	F in/mm	Weight lbs/kg
5/8"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/8 137	14	1.030 26	1 5/8 41	2 1/2 64	3 3/4 1.7
5/8"x3/4"	7 1/2 191	3 5/8 92	4 7/8 124	5 3/8 137	11 1/2	1.290 33	1 5/8 41	2 5/8 67	4 1.8
3/4"	9 229	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.290 33	1 7/8 48	2 5/8 67	6 2.7
3/4"SL	7 1/2 911	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.290 33	1 7/8 48	2 5/8 67	5 1/2 2.5
3/4"x1"	9 229	4 3/8 111	5 1/2 140	5 13/16 148	11 1/2	1.626 41	1 7/8 48	2 3/4 70	6 1/2 2.9
1"	10 3/4 273	6 1/2 165	6 3/8 162	6 5/8 168	11 1/2	1.626 41	2 1/8 54	2 3/4 70	9 3/4 4.4
1"x1 1/4"	10 3/4 273	6 1/2 165	6 3/8 162	6 5/8 168	11 1/2	1.865 47	2 1/8 54	2 13/16 71	10 1/4 4.6

Guaranteed Systems Compatibility

All T-10 water meters are guaranteed adaptable to our ARB®V, ProRead AutoDetect, TRICON®/S, TRICON/E3®, and Neptune meter reading systems without removing the meter from service.

Specifications

- Certification: ANSI/NSF 61
- Application: cold water measurement of flow in one direction
- Maximum operating pressure: 150 psi (1034 kPa)
- Maximum operating temperature: 80°F
- Measuring chamber: nutating disc technology design made from proprietary synthetic polymer

Options

- Sizes:
  - 5/8", 5/8" x 3/4"
  - 3/4", 3/4" SL, 3/4" x 1"
  - 1", 1" x 1 1/4"
- Units of measure: U.S. gallons, imperial gallons, cubic feet, cubic metres
- Register types:
  - Direct reading: Bronze box and cover (standard)
  - Remote reading: ProRead AutoDetect Absolute Encoder, TRICON/S, TRICON/E3
  - Reclaim
- Bottom caps:
  - Synthetic polymer (5/8" only)
  - Cast iron
  - EnviroBrass II, ductile iron
- Connections: EnviroBrass II, straight or bent

Neptune Technology Group Inc. reserves the right to change these specifications without prior notice.

NEPTUNE®

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078, USA
Tel: (800) 645-1892
Fax. (334) 283-7299

Neptune Technology Group Inc.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel: (905) 858-4211
Fax. (905) 858-0428

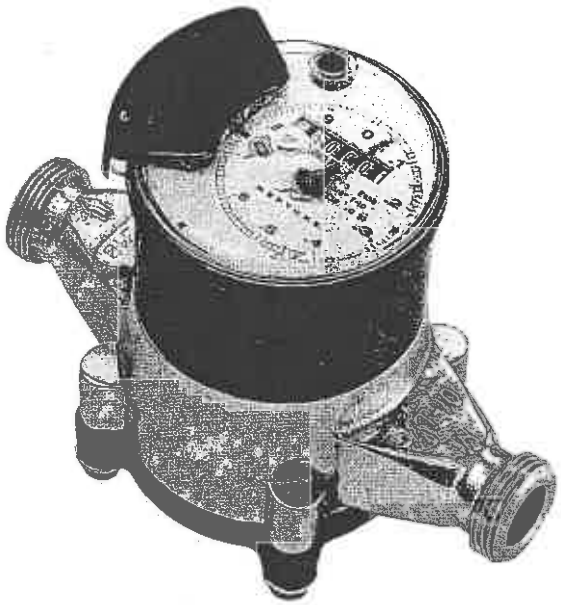
Neptune Technology Group Inc.
Via Gustavo Baz No. 28-C
Col. Naucalpan Centro
53000 Naucalpan, Estado de México
Tel: (525) 358-8737
Fax. (525) 576-1934

www.neptunetg.com

PS T10SMALL 12.01
© Copyright 2001, Neptune Technology Group Inc.
ARB and TRICON are registered trademarks of Neptune Technology Group Inc. EnviroBrass is a registered trademark of Asarco Specialty Products.

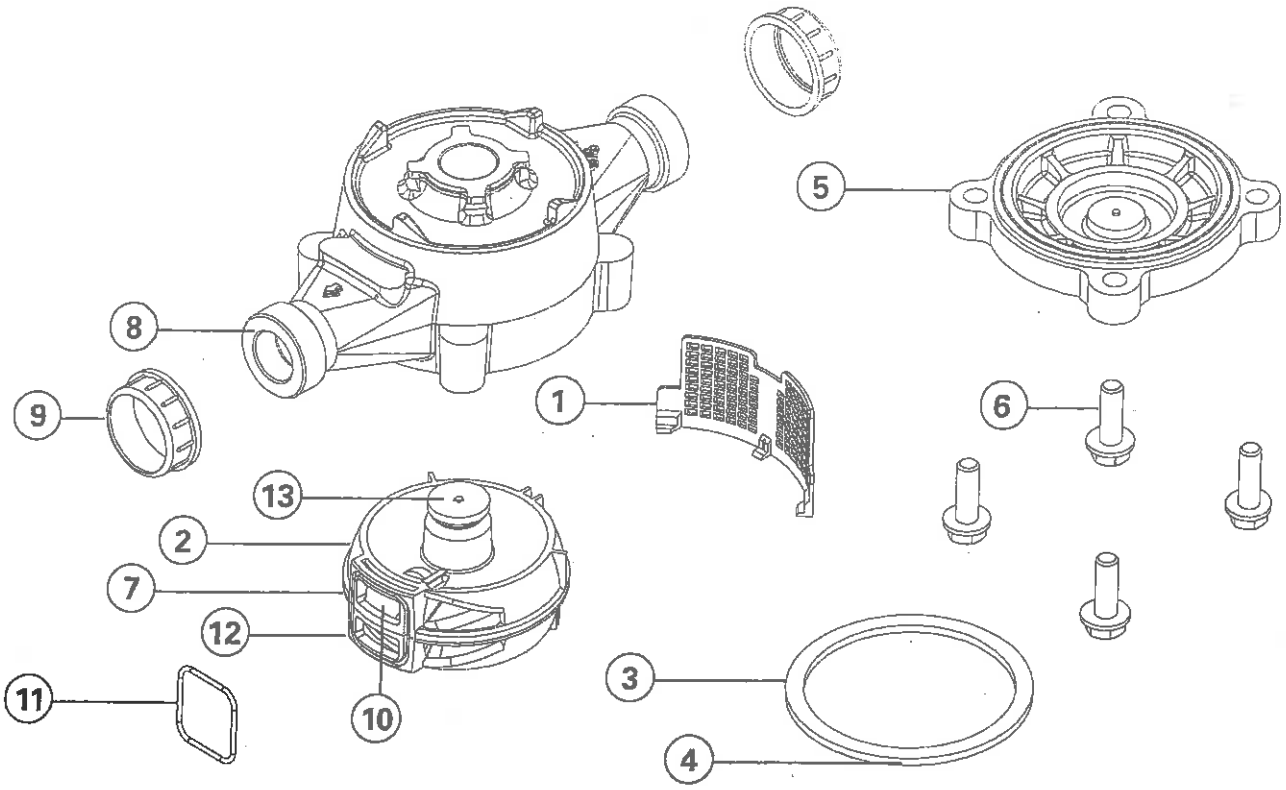
NEPTUNE®

Neptune Technology Group Inc.



T-10 Parts List

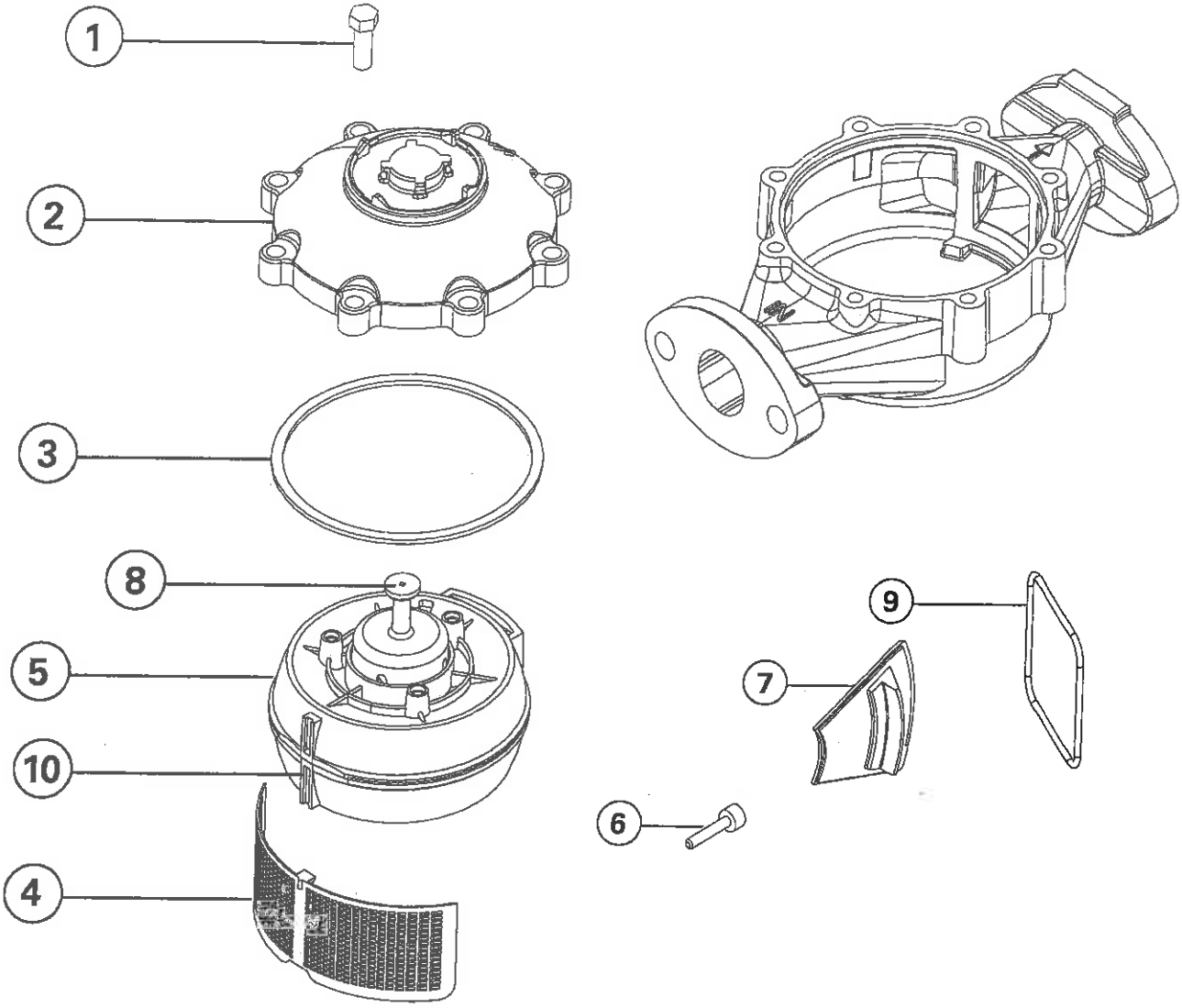
5/8" Through 1"



ITEM NO.	DESCRIPTION	PART NUMBER		
		5/8", 5/8" x 3/4"	3/4"	1"
	Register			
1	Strainer	9399-004	9831-001	9831-002
2	Chamber Complete	9400-600	9826-200	9826-100
3	Gasket, Bottom cap	8340-028	8340-034	8340-038
4	Liner, Bottom Cap*	9398-001	9832-001	9841-001
5	Bottom Cap, Plastic	9397-501	-	-
	Bronze	9397-023	9833-024	9842-024
	Cast Iron	9397-010	9833-010	9842-010
	Ductile Iron (Special Order)	9397-020	9833-003	9842-101
6	Bolt and Washer			
	SST-302 (w/washer)	8353-106	8353-106	8353-106
	SST-316 (w/washer	8353-105	8353-105	8353-105
7	Thrust Roller	81-500	81-500	190-500
8	Spud Plug	1787-101	1787-101	1787-102
9	Spud Cap Plastic	1788-008	1789-008	1790-007
10	Diaphragm	9391-001	9829-001	9840-001
11	"O" Ring	9386-001	9386-002	9386-003
12	Drive Shaft	9393-001	N/A	N/A
13	Magnet	6724-003	N/A	N/A
	Control Block Assembly	N/A	N/A	9231-004

* Not required with SP or Bronze bottom caps.

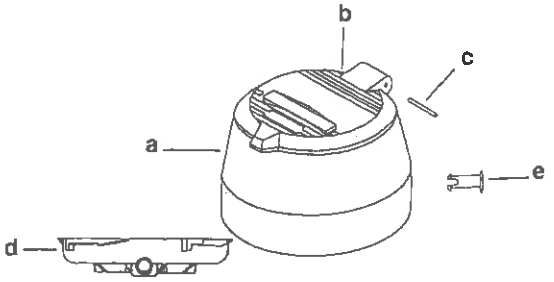
1-1/2" Through 2"



ITEM NO.	DESCRIPTION	PART NUMBER SP Chamber	
		1-1/2"	2"
1	Bolts	8307-051	8307-051
2	Cover, Maincase	9082-002	9080-002
3	Gasket, Maincase	9083-001	9083-002
4	Strainer	9084-001	9084-002
5	Chamber Complete	9098-500	9098-510
6	Thrust Roller	9850-100	9850-100
7	Diaphragm	9086-101	9086-102
8	Control Block Assembly	9097-000	9097-010
9	"O" Ring	8316-607	8316-606
10	Drive Shaft	9096-001	9096-002
11	Magnet	6724-003	6724-003

Roll-Sealed Register Assemblies

Registration	5/8"	3/4"	1"	1-1/2"	2"
Cu. Ft.	9107-012	9107-022	9107-032	9107-042	9107-052
Gal.	9107-011	9107-021	9107-031	9107-041	9107-051
M^3	9107-013	9107-023	9107-033	9107-043	9107-053



Register Box Parts

ITEM NO.	Gold DESCRIPTION	Bronze	Plastic	Color
	Register Box Assembled	9131-100	9131-000	
a	Register Box (Brz Box & Lid only)	9133-202	9133-001	
b	Register Cover	9132-202	9132-001	
c	Hinge Pin, Register	8313-402	8350-007	
d	Retainer Ring	9105-001	9105-001	
e	Seal Pin, D/R Register, ProRead Register	9106-002	9106-001	9106-002
	Seal Pin, High Profile Reg Box		9309-501	
	Screw, Pulser Register	8460-011		
	Seal Pin, Old Direct Read	9309-501		

Register Assemblies

Size	Registration	Direct Read	ARB* 4-Wheel Encoder	ARB* 6-Wheel Encoder	ProRead* 4-Wheel Encoder	ProRead* 6-Wheel Encoder
5/8"	Cu. Ft.	R82F11	R52F11	R52F12	R62F11	R62F12
	Gal.	R82G11	R52G11	R52G12	R62G11	R62G12
	M^3	R82M11	R52M11	R52M12	R62M11	R62M12
3/4"	Cu. Ft.	R82F21	R52F21	R52F22	R62F21	R62F22
	Gal.	R82G21	R52G21	R52G22	R62G21	R62G22
	M^3	R82M21	R52M21	R52M22	R62M21	R62M22
1"	Cu. Ft.	R82F31	R52F31	R52F32	R62F31	R62F32
	Gal.	R82G31	R52G31	R52G32	R62G31	R62G32
	M^3	R82M31	R52M31	R52M32	R62M31	R62M32
1-1/2"	Cu. Ft.	R82G42	R52F41	R52F42	R62F41	R62F42
	Gal.	R82G42	R52G41	R52G42	R62G41	R62G42
	M^3	R82M42	R52M41	R52M42	R62M41	R62M42
2"	Cu. Ft.	R82F52	R52F51	R52F52	R62F51	R62F52
	Gal.	R82G52	R52G51	R52G52	R62G51	R62G52
	M^3	R82M52	R52M51	R52M52	R62M51	R62M52

* Registers do not include ARB® remote receptacles.
When ordering 1" registers for 10 Cu.Ft. registration, add SA68.

For more information by fax, call Neptune FAX-BACK System: 1-800-823-4417 and select the document you wish to order.

NEPTUNE®

Neptune Technology Group Inc.
1600 Alabama Highway 229
Tallassee, AL 36078, USA
Tel: (800) 645-1892
Fax: (334) 283-7299

Neptune Technology Group Inc.
7275 West Credit Avenue
Mississauga, Ontario L5N 5M9, Canada
Tel: (905) 858-4211
Fax: (905) 858-0428

Neptune Technology Group Inc.
Via Gustavo Baz No. 29-C
Col. Naucalpan Centro
53000 Naucalpan, Estado de México
Tel: (525) 358-8737
Fax: (525) 576-1934

www.neptuneta.com

PL T10 12.01
© Copyright 2001, Neptune Technology Group Inc. All Rights Reserved

EXHIBIT "5"

NEPTUNE

SOFTWARE LICENSE

NEPTUNE TECHNOLOGY GROUP INC. - SOFTWARE LICENSE AGREEMENT

The LICENSEE ("**YOU**") agrees that all versions of this Software hereafter ordered from NEPTUNE TECHNOLOGY GROUP INC. a Delaware corporation and having places of businesses as listed at the bottom of page 2 of this agreement (hereinafter "**NEPTUNE**"), or provided to **YOU** by **NEPTUNE**, whether for license, evaluation, or otherwise, shall be governed by the terms and conditions set forth below:

TERMS & CONDITIONS

License

In consideration of payment by **YOU** of the License Fee therefore, **NEPTUNE** hereby licenses **YOU** to use **NEPTUNE**'s computer software programs included with this license provided to **YOU** by **NEPTUNE** on a computer system owned or operated by **YOU**. **YOU** may use the Software on any such computer which **YOU** own or operate, so long as no more than the number of copies as are listed in the Software Schedule are in use by **YOU** at any time. **YOU** may make only as many copies of each piece of Software for archival purposes as are listed in the Software Schedule, provided that **YOU** reproduce and place **NEPTUNE**'s copyright and/or proprietary notice on each copy. No other copies of the Software may be made.

Non-Permitted Uses

YOU agree that you will NOT:

1. Use the Software in a computer service business, including rental, networking, or timesharing software, nor may **YOU** use it for multiple user or multiple computer system applications in the absence of individual licenses with **NEPTUNE**.
2. Use, copy, modify, alter, or transfer, electronically or otherwise, the Software or documentation, except as expressly allowed in this License.
3. Translate, reverse program, disassemble, or decompile the Software, or use the Software to reverse engineer any hardware product, any communications protocol, or any data storage format of **NEPTUNE**, nor will **YOU** permit any third party to do so.
4. Sell, publish, disclose, display, or otherwise make the Software, or copies of it, available to others.
5. Attempt to transfer or assign this License Agreement or any of the rights granted to **YOU**.

TERM

This License Agreement is effective from the date on which **YOU** first installed this Software until terminated. **YOU** may terminate this License Agreement at any time upon one (1) month's written notice to **NEPTUNE. NEPTUNE** may terminate this License Agreement at any time if **YOU** fail to comply with any of the terms or conditions of this Agreement. Upon termination of this License Agreement, **YOU** agree to destroy the software, and its documentation, together with all copies, modifications, or portions of them existing in any form.

Limited Warranty

NEPTUNE warrants to **YOU** that, for the Warranty Period of 90 days from the date of purchase of the software, that:

1. The media on which the Software is furnished, and the documentation therefore are not defective.
2. The Software is properly recorded on the furnished media.

NEPTUNE's entire liability, and the exclusive remedy which **YOU** agree to accept, shall be the replacement of any media or documentation not meeting these warranties. Such media or documentation must be returned to **NEPTUNE** during the Warranty Period. THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE THAT IS MADE BY **NEPTUNE** ON THIS LICENSED SOFTWARE. The Software is otherwise licensed "As Is", and without warranty of any kind. In no event shall **NEPTUNE** be liable to **YOU** or to any third party for consequential, special, indirect or incidental damages which **YOU** or others may incur as a result of using the Software, even if **NEPTUNE** was made aware of such damages or of the possibility that such damages could occur. This warranty gives **YOU** specific legal rights, and **YOU** may have other rights which may vary from state to state. This License Agreement shall be governed by the laws of the State of Alabama.

Non-infringement

NEPTUNE further warrants that, except for third-party software which **NEPTUNE** is authorized to sublicense, the Software is proprietary to **NEPTUNE** and does not infringe anyone's copyright or patent rights. **NEPTUNE** will defend **YOU** and pay all reasonable costs, expenses or damages which **YOU** incur based on a claim that the Software infringes their copyright or patent rights. **NEPTUNE** may, at its sole option, defend, settle or compromise any such claim, or **NEPTUNE** may attempt to make the Software non-infringing, or **NEPTUNE** may refund the License Fee which **YOU** paid. **YOU** agree to give **NEPTUNE** all reasonable assistance requested and **YOU** agree to promptly notify **NEPTUNE** of any such claim. The foregoing warranties and indemnity only applies to Software which **YOU** have not modified or combined with hardware or software not provided by **NEPTUNE**, if such claim is based upon the use of the Software in combination with such other hardware or software.

Violation of Copy Provisions

YOU have been made aware that it is a violation of Federal Copyright Law to copy the Software in violation of this License Agreement, and **YOU** agree to take steps to prevent others from doing so and to cooperate with **NEPTUNE** in enforcing **NEPTUNE's** rights.

Software Schedule

Software Name	Installed Copies	Archival Copies
RouteMAPS®	1	1
EZRouteMAPS™	1	1
EZPortaMAPS™	1	1
RouteMAPS™	1	1
PortaMAPS™	1	1
EZDrivePLUS™	1	1
EZNet™	1	1

EXHIBIT "6"

SYSTEM HARDWARE AND OPERATION SOFTWARE

A. System Components and Software

Description
DAP PC9800 Handheld Meter Reading Device Complete with Cradle
DAPNET Master Communications/Charging Cradle Complete with Cable
DAP #2380 Handheld RF Receiver Interface Unit for PC9800 Handheld
EZ Drive Laptop Drive By Data Collector Complete
DAP RouteMAPS

B. Neptune R900 RF MIU Units

Description
R900 Pit MIU complete W/Field Replaceable Battery, 6' Cable
R900 Wall MIU complete W/Field Replaceable Battery, 6' Cable

C. Neptune Encoder Registers

Description
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only
(Any meters manufactured by Schlumberger, Neptune, Rockwell, Sunsus, Invensys, or Precision can be connected to the Neptune system with the purchase of the appropriate electronic encoder register)

D. Meter Washers

Description
3/4" x 1/8' Thick Fiber Meter Connection Washer
3/4' x 1/16' Meduim Fiver Meter Connection Washer
3/4' x 1/16' Meduim Fiver Meter Connection Washer

E. Neptune Meter Pricing with Gallon Encoder Registers

Description
5/8" x 3/4" T10 Meter W/Pl. Bottom Complete W/Proread Encoder Register
3/4" x 3/4" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register
1" T10 Meter W/Bronze Bottom Complete W/Proread Encoder Register
11/2" T10 Meter Complete W/Proread Encoder Register
2" T10 Meter Complete W/Proread Encoder Register

11/2" HP Turbine Meter complete W/Proread Encoder Register
2" HP Turbine Meter complete W/Proread Encoder Register
3" HP Turbine Meter complete W/Proread Encoder Register
4" HP Turbine Meter complete W/Proread Encoder Register
6" HP Turbine Meter complete W/Proread Encoder Register
8" HP Turbine Meter complete W/Proread Encoder Register
10" HP Turbine Meter complete W/Proread Encoder Register
12" HP Turbine Meter complete W/Proread Encoder Register

2" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
3" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
4" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
6" Tru-Flo Compound Meter Complete W/Proread Encoder Registers
6" x 8" Tru-Flo Compound Meter Complete W/Proread Encoder Registers

4" x 1" HP Protectus III Fire Service Compound W/Proread Encoder Registers
6" x 11/2" HP Protectus III Fire Service Compound W/Proread Encoder Registers
8" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers
10" x 2" HP Protectus III Fire Service Compound W/Proread Encoder Registers

F. Meter Box Lid Cutters

Description
Relton #HS-30, 13/4" Brazed-Carbide Holesaw W/Shank & Pilot Bit
(for steel, cast iron, stainless steel, or aluminum lids)
Relton #1WHS, 13/4" Holesaw W/Shank & Pilot Bit
(for plastic lids)
Relton #TD-28-9, 13/4" Removable Shank Core Bit
(for concrete lids)

G. Meter Boxes and Lids

Description
Russell-Sigma #1910 Cast Iron Meter Box Lid Only W/Electronic Reading Hole
Russell-Sigma #1910 Meter Box Complete W/Electronic Reading Hole

EXHIBIT "7"

SYSTEM SUPPORT AND MAINTENANCE

NEPTUNE

A New Beginning... A Trusted Name

Maintenance Contract Services

Product : **DAP PC9800 HANDHELD AND ALL HR2XX0 HHIUS**

Basic Warranty

The warranty on the DAP PC9800 HandHeld, any HR2XX0 HHIUs (HandHeld interface units), and Communications/Charging cradles is 12 months from shipment date.

Basic Warranty Services Provided during Warranty Period include:

- Free Repair of unit, including parts and labor
- Return shipment of repaired product via pre-paid ground service
- Free software upgrades
- Repair turnaround time of 10 working days, excluding transit time
- Toll Free assistance 800-647-4832

DAP Care Extended Maintenance Contract Services

Extended Maintenance Contracts are available from your Authorized Neptune Sales representative

Maintenance Contract Services provided during Extended period include:

- Free Repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free software upgrades
- Repair turnaround time of 5 working days, excluding transit time
- Toll Free assistance 800-647-4832

Not included in Extended Maintenance Contract Services:

- Rechargeable batteries
- Hand straps
- Cables and chargers
- Equipment damaged by abuse or negligence
- Firmware Modifications
- Priority Overnight return shipment of repaired units

Repair Notes:

A Returned Material Authorization (RMA) number must accompany all incoming repairs. This number may be obtained by calling toll free 800-647-4832.
Customer pays all incoming shipment charges.
All outgoing repairs are shipped ground service.
Requested Priority Overnight return shipment is paid by the customer.
Repair Warranty is 90 days from shipment date.



A New Beginning... A Trusted Name

Product : **EZDRIVE PLUS DATA COLLECTOR**

Basic Warranty

The warranty on EZDrive PLUS Data Collectors is 12 months from shipment date.

Basic Warranty Services Provided during Warranty Period include:

- Free Repair of unit, including parts and labor
- Equivalent Performance Loaner unit shipped within 48 hours of customer notifying System Support of problem
- Return shipment of any repaired items via pre-paid ground service
- Free software upgrades
- Toll Free assistance 800-647-4832

Extended Maintenance Contract Services

Extended Maintenance Contracts are available from your Authorized Neptune Sales representative

Maintenance Contract Services provided during Extended period include:

- Free Repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free software upgrades
- Repair turnaround time of 10 working days, excluding transit time
- Toll Free assistance 800-647-4832

Not included in Extended Maintenance Contract Services:

- Rechargeable batteries
- Cables, chargers, and replacement antennas
- Equipment damaged by abuse or negligence
- Firmware Modifications
- Priority Overnight return shipment of repaired units

Repair Notes:

A Returned Material Authorization (RMA) number must accompany all incoming repairs. This number may be obtained by calling toll free 800-647-4832.
Customer pays all incoming shipment charges.
All outgoing repairs are shipped ground service.
Requested Priority Overnight return shipment is paid by the customer.
Repair Warranty is 90 days from shipment date.

EXHIBIT "8"

WORK ASSIGNMENT NUMBER:___

Pursuant to the Manatee County, Florida, Agreement for Hand Held Meter Reading System with Automatic Meter Reading (AMR) capabilities and additional hardware/software requirements, entered into by and between the **COUNTY OF MANATEE,** hereinafter referred to as the "County" and **SUNSTATE METER & SUPPLY, INC.,** hereinafter referred to as the "Contractor," a determination has been made by the County that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Contract, and the Contractor is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT:

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

Contractor shall perform tasks as more specifically detailed in Attachments _____ through _____ as follows:

Task No.	Title
_____	_____

Subtask	Title
_____	_____
_____	_____

Compensation to the Contractor for rendering all of the above identified services and products shall not exceed $_____. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task #_____ - $_____
Task #_____ - $_____

County may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

The Contractor agrees to perform or render services in accordance with the Hand Held Meter Reading System with Automatic Meter Reading Capabilities Agreement and this Work Assignment.

WITNESSES:

Sign Name:_____

Print Name:_____

Sign Name: _____

Print Name:_____

SUNSTATE METER & SUPPLY, INC.

By:_____

Print Name:_____

Title:_____

Phone Number:_____

Recommended By:

Sign:_____
Jim Seuffert, Director
Financial Management Department

For Work Assignment compensation exceeding $100,000 as the maximum total compensation, the following approvals shall be incorporated into the Work Assignment Authorization (Ref. Article 24, Paragraph I).

Approved as to Format and Correctness

Sign:_____
R. C. "Rob" Cuthbert, C.P.M.
Purchasing Division

APPROVED, with a quorum presented and voting this _____ day of _____ 20___.

"COUNTY"
COUNTY OF MANATEE, a political sub-division of the State of Florida

Attest: _____
R. B. "Chips" Shore
Clerk of the Circuit Court

Sign:_____
Chairman
Board of County Commissioners

Manatee County
Clerk of the Circuit Court and Comptroller
R.B. "Chips" Shore
P.O. Box 25400 ○ Bradenton, Florida 34206 ○ (941) 749-1800 ○ FAX (941) 741-4082 ○ www.manateeclerk.com

DATE: June 15, 2007

TO: Sunstate Meter & Supply, Inc.
14001 West Newberry Road
Newberry, FL 32669

FROM: Clerk of the Court
Board Records Department
Patl Kopke
P. O. Box 25400
Bradenton, FL 34206

RE: **ADDENDUM THREE – HAND HELD METER READING SYSTEM WITH AUTOMATIC METER READING (AMR) CAPABILITIES**

Approved: In open session by the Board of County Commissioners, Manatee County, Florida, on June 12, 2007.

Enclosed please find an original agreement for the above referenced item.

cc: Board Records
Frank Lambertson/Purchasing

RBS/SGR/pk

MANATEE COUNTY
METER BID
GOOD TILL 8-16-2019

EXHIBIT "3"

FUTURE ACQUISITION PRICING

(Revision #6 – dated 7/7/2014)

A. System Components

Description	Unit Price
CE5320B Handheld Meter Reading Device Complete W/2650i RF Receiver	$3,980.00 (1)
DAP Ethernet Communications/Charging Cradle Complete W/Power Adapter	$485.00 (1)
MRX920II Mobile Drive By Data Collector Complete	$9,950.00
ARB N_Sight Mobile Software Complete	$1,850.00
ARB N_Sight Mobile Software On-Site Training (2 – Days)	$2,500.00
Mag Mount Antenna	$65.00
Trimble Nomad 900B Handheld Device	$2,250.00 (2)
Trimble Nomad Charging/Communications Cradle	$485.00 (2)
R900 Belt Clip RF Receiver	$1,850.00 (2)
#12005-004, ½ Wave Antenna F/2650i Receiver	$57.72

(1) Items discontinued July, 2014.
(2) Replacement reading equipment added July, 2014.

All system (hardware) components listed above include a one-year warranty.

B. System Component Warranty Coverage

Description	Unit Price
CE5320B Handheld Meter Reading Device	$665.00
2650i RF Receiver	$328.00
MRX920II Mobile Drive By Data Collector	$1,000.00
ARB N_Sight Mobile Software	$2,400.00
Trimble Nomad 900B Handheld Device	$525.00
R900 Belt Clip RF Receiver	$325.00

C. Neptune R900 RF MIU Units

Description	Unit Price
R900 Pit MIU Complete W/Field Replaceable Battery, 6' Cable Dual Port Capable	$94.50
R900 Wall MIU Complete W/Field Replaceable Battery Dual Port Capable	$86.50

D. Neptune Encoder Registers

Description	Unit Price
Neptune, Proread 6-wheel Gallon Electronic Encoder Register Only	$50.00

E. Neptune Meter Pricing With Gallon Encoder Registers

Description	Unit Price
5/8"x3/4" T10 Meter W/Pl. Bottom Complete W/Direct Read Register	$34.80
W/Proread Encoder Register	$81.90
¾"x3/4" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$68.20
W/Proread Encoder Register	$105.80
1" T10 Meter W/Bronze Bottom Complete W/Direct Read Register	$112.00
W/Proread Encoder Register	$150.30
1 ½" T10 Meter Complete W/Direct Read Register	$232.20
W/Proread Encoder Register	$276.80
2" T10 Meter Complete W/Direct Read Register	$311.90
W/Proread Encoder Register	$354.90
1 ½" HP Turbine Meter Complete W/Proread Encoder Register	$405.90
2" HP Turbine Meter Complete W/Proread Encoder Register	$425.80
3" HP Turbine Meter Complete W/Proread Encoder Register	$758.40
4" HP Turbine Meter Complete W/Proread Encoder Register	$919.90
6" HP Turbine Meter Complete W/Proread Encoder Register	$1,866.90
8" HP Turbine Meter Complete W/Proread Encoder Register	$2,687.00
10" HP Turbine Meter Complete W/Proread Encoder Register	$4,242.00
12" HP Turbine Meter Complete W/Proread Encoder Register	$8,833.70
2" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,224.00
3" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,559.76
4" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$1,845.00
6" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$2,998.50
6"x8" Tru-Flo Compound Meter Complete W/Proread Encoder Registers	$4,795.40
4"x1" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$4,648.53
6"x1 ½" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$6,870.21
8"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$9,164.78
10"x2" HP Protectus III Fire Service Compound W/Proread Encoder Registers	$11,941.73

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protects IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$5,129.78
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$8,432.71
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread	$11,227.80
Encoder Registers	
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound W/Proread Encoder Registers	$14,097.98

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

F. Additional Equipment

Neptune, MX900 GIS Mapping Module Software	$4,000.00
Neptune, MX900 GIS Mapping Module Software Training	$2,200.00
Neptune, Additional Software Seat License	$185.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – AC/Pole Mount	$7,950.00
Neptune, GPRS Gateway Targeted Fixed Base Collector – Solar/Pole Mount	$8,950.00
Neptune, DAP PC9800 Lithium Ion Replacement Battery Pack	$186.00
Neptune, CE5320 Lithium Ion Replacement Battery Pack	$186.00
Add-On to Meter unit price for Optional Purple "Reclaimed" Trim and Marking (any size meter in agreement)	$2.50
Neptune, 3" Bronze Flanged Meter Strainer	$498.60
Neptune, 4" Bronze Flanged Meter Strainer	$599.15
Neptune, 6" Bronze Flanged Meter Strainer	$1,018
Neptune, 8" Bronze Flanged Meter Strainer	$1,871.35

G. Neptune R900i Integrated Pit Ecoder With MIU Pricing

Description	Unit Price
Neptune, R900i Integrated Pit Ecoder With MIU Only	$144.50
5/8"x3/4" T10 Meter W/Pl. Bottom Complete With R900i Pit Ecoder/MIU	$173.20
¾"x3/4" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$204.00
1" T10 Meter W/Brz. Bottom Complete With R900i Pit Ecoder/MIU	$219.70
1 1/2" T10 Meter Complete With R900i Pit Ecoder/MIU	$336.00
2" T10 Meter Complete With R900i Pit Ecoder/MIU	$420.80
1 ½" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$463.00
2" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$492.00
3" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$810.80
4" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$992.80
6" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,082.50
8" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$2,737.67
10" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$4,267.80
12" HP Turbine Meter Complete With R900i Pit Ecoder/MIU	$9,207.00
2" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,390.00
3" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$1,646.00
4" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$2,214.00
6" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$3,161.00
6"x8" Tru-Flo Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,907.00
4"x1" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$4,757.00
6"x1 ½" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$7,016.00
8"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$9,283.00
10"x2" HP Protectus III Fire Service Compound Meter Complete With R900i Pit Ecoder/MIU'S	$12,151.00

Standard HP Protectus III meters with epoxy coated steel bodies carry a one-year warranty on meter body.

4"x1" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$5,238.25
6"x1 ½" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$8,578.50
8"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$11,345.50
10"x2" HP Protectus IIIS Stainless Steel Fire Service Compound Meter With R900i Pit Ecoder/MIU's	$14,307.25

Stainless Steel HP Protectus IIIS meters with stainless steel steel bodies carry a twenty-year warranty on meter body.

Replacement Standard Integrated Antenna Assembly Kit	$11.45
Replacement Short "Stubby" Integrated Antenna Assembly Kit	$11.45
Optional Short Length Extended Range Pit Lid Antenna	$19.80
Optional Long Length Extended Range Pit Lid Antenna	$27.90

H. Additional Equipment (revised as of 7-7-2014)

Mars Curb Stop Valve Lock Assembly Complete With Straps	$2.80
R900i Register Upgrade Program* (Any Size/Model)	$99.00
*(Requires trade-in of existing Proread Register Prewired to wired Pit MIU)	
3" DI Coated Flanged Meter Strainer	$371.25
4" DI Coated Flanged Meter Strainer	$443.75
6" DI Coated Flanged Meter Strainer	$756.25
8" DI Coated Flanged Meter Strainer	$1,608.75
3" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1312.50
4" Tru Flo Compound UME W/R900i Pit Gallon Registers	$1,736.00
6" Tru Flo Compound UME W/R900i Pit Gallon Registers	$2,408.00
3" HP Turbine UME W/R900i Pit Gallon Register	$700.00
4" HP Turbine UME W/R900i Pit Gallon Register	$868.00
6" HP Turbine UME W/R900i Pit Gallon Register	$1,204.00
4" HPT P3 UME W/R900i Pit Gallon Register	$1,540.00
6" HPT P3 UME W/R900i Pit Gallon Register	$2,212.00
8" HPT P3 UME W/R900i Pit Gallon Register	$2,884.00
10" HPT P3 UME W/R900i Pit Gallon Register	$3,556.00

I. Future Price Consideration

All prices to be reviewed prior to the end of each contract price evaluation period (24 month) beginning on 8-17-2014 and subsequently every 24-month period thereafter (8-17-2016) until performance period concludes on 8-16-19. If price increases are necessary, new pricing will be provided to Manatee County by Sunstate Meter & Supply, Inc. prior to end of 24-month contract period for review by Manatee County. All possible price increases will not exceed the published Producer Price Index (PPI) Series ID: WPU10280301 – Copper and copper-base alloy sand castings (As annually published by the Bureaus of Labor) during particular 24-month contract period.

Legislation Details (With Text)

File #:	18-580	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	11/7/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve a final subdivision consistent with Chapter 18 of the City of Cocoa Code for the City of Cocoa, a 20-lot subdivision consisting of approximately 3.59 acres, Parcel ID No.: 24-36-32-CC-10-1. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A Rev1 Plat Certificate - 18070008_1 Tax 2018				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 7, 2018
Agenda Date: November 28, 2018
Prepared By: Dodie Selig, Planning & Zoning Manager and Nancy A. Bunt, Deputy Community Services Director
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve a final subdivision consistent with Chapter 18 of the City of Cocoa Code for the City of Cocoa, a 20-lot subdivision consisting of approximately 3.59 acres, Parcel ID No.: 24-36-32-CC-10-1.

BACKGROUND:

The final subdivision application seeks to subdivide an approximately 3.59-acre property into the 20 lots within Parcel No.:24-36-32-CC-10-1. Staff will seek a developer to design and construct affordable workforce housing upon approval of the final subdivision. Workforce housing is commonly targeted at “essential workers” in a community (i.e., police officers, fire fighters, teachers, nurses, and other medical personnel). The minimum square footage of the homes shall be 1,200 square feet.

In September 2015, the City of Cocoa (City) and the Housing Authority of the City of Cocoa (Authority) entered into an Interlocal Agreement (Agreement). The Agreement memorialized the desire of the City and the Authority to promote the development of quality affordable mixed-income housing in the Diamond Square Community Redevelopment Area (DSCRA); embrace and commit to implementing the goals of the Diamond Square Plan Update; jointly recognize the critical importance of creating income diversity and housing diversity between rental and homeownership in DSCRA; and commit to provide the necessary resources and leadership to this joint effort.

powered by Legistar™

The Contract for Purchase & Sale (Contract) was executed by the Authority on February 10, 2016 whereby the Authority agreed to sell three (3) Brevard County tax parcels (2461518, 2461745, and 2424079) in the amount of $111,000. Parcels 2461518 (805 Temple Street) and 2461745 (804 Barbara Jenkins Street) are 0.14 acres each. Parcel 2424079 (Parcel ID No.: 24-36-32-CC-10-1 is 3.59 acres (non-contiguous). City Council approved Resolutions 2016-42 and 206-107, amending the City of Cocoa budget to purchase the properties. Closing occurred on October 5, 2016.

Staff felt that the Michael C. Blake Subdivision would be a fitting name and tribute as the subdivision runs parallel to Blake Avenue. Michael C. Blake is a 58-year resident, and. graduate of Cocoa High School, a former elected official, and a staunch advocate of affordable housing. Mr. Blake served as the Mayor of the City of Cocoa for eight years, Councilman for four, and was on the Board of Directors for a local affordable housing organization after his tenure as Mayor. Mr. Blake was instrumental in assisting the Housing Authority of the City of Cocoa with the demolition of the dilapidated public housing units that existed on the property and the revitalization of the area, now known as the Magnolia Pointe Subdivision. The twenty-four (24) home Magnolia Pointe subdivision is located just east of the proposed Blake Subdivision. During his tenure as Mayor, Mr. Blake supported the City's affordable housing efforts by partnering with Habitat for Humanity for the first time to construct Habitat homes in 2009 on Paw Paw Street. Michael E. Blake also encouraged staff to create a Housing Replacement Program, for those homes that were beyond repair. There are now twelve (12) Habitat homes in the DSCRA The first replacement home was constructed in 2010, three (3) other replacement homes were constructed in DSCRA.

Project Site
The subject property is approximately 3.59 acres and zoned RU-1-7 (Single-Family Residential). The applicant (the City) is proposing to subdivide the parcel into 20 lots for a single-family residential development to be called the Michael C. Blake Subdivision (Exhibit A).

The City is proposing to construct two (2) two-bedroom, two-bath, two-car garage homes at 805 Temple Street and 804 Barbara Jenkins Street, as the lot sizes are 50' x 122.5'. Within the Blake Subdivision, the three (3) parcels with larger lot sizes along Stone Street between Valencia Avenue and Blake Avenue, (located directly north of the Harry T. Moore Center) could accommodate four or five bedroom homes, if needed. The remaining 17 parcels within the Blake Subdivision would most likely be constructed as three-bedroom, two-bath, two-car garage homes.

The parcel south of the site contains vacant land platted for single family residential housing.
To the north of the site are existing single-family homes and a church. To the west the land consists of single-family homes roughly comparable in size to the subject site which was constructed as part of the Magnolia Pointe Subdivision. The property to the east, across Blake Avenue, are single-family homes and vacant lots. There are two lots within the subdivision which are excluded, 405 Blake Avenue, a single family lot owned by Habitat for Humanity of Brevard County, Inc. and 307 Blake Avenue, the current Harry T. Moore Center owned by the City of Cocoa. The planned Michael C. Blake Subdivision will be consistent with the surrounding development.

The provisions of RU-1-7 zoning are intended to apply to an area of low density residential development with a variety of housing types. Lot sizes and other restrictions are intended to promote and protect low density residential development.

The Future Land Use designation is Medium Density Residential (MDR) which, while not consistent

with the RU-1-7 zoning designation on the property, does permit the single-family residential use under those zoning districts applicable to the MDR. The MDR future land use designation permits up to 15 dwelling units per acre however the RU-1-7 zoning district regulations allow a maximum of 7 units per acre. Based on the subject property acreage of 3.59 acres, approximately 25 lots could potentially be subdivided. The City is proposing to develop 20 lots.

Appendix A Zoning, Article IV, Section 2 provides the City Council the authority to over-ride any provision of the zoning code applicable to any project on land owned, leased or controlled by the City when it finds that the public interest outweighs the strict application of the zoning code. Because the original lots were platted prior to the development of the RU-1-7 zoning code the area being re-platted does not immediately conform to the zoning district regulations regarding minimum lot width, depth and area. The following analysis describes the extent of conformity and variance from the code for each lot.

The RU-1-7 zoning district regulations require a minimum lot width of 75 feet and a minimum lot depth of 100 feet. The Blake Subdivision lots 2 through 6 and lots 9 through 13 are all proposed to be 74 feet in width, a variance from the code of 1 foot. Lots 1 through 14 are all proposed to be 95 feet in depth, a variance from the code of 5 feet. Lots 15 and 16 are proposed to be 60 feet in width, a variance of 15 feet from the code. These two lots are proposed to be 145 feet in depth, which is more than the minimum required. Lot 17 is proposed to be 85 feet in width and 120 feet in depth, both of which are more than the minimum required. Lot 18 and lot 20 are proposed to be 82.5 feet in width, which is more than the minimum required. These two lots are proposed to be 125 feet in depth, which is more than the minimum required. Finally, lot 19 is proposed to be 75 feet in width and 125 feet in depth, which meets or exceeds the minimum required.

The zoning district regulations also require a minimum lot area of 7,500 square feet. Not all of the proposed lots will meet this requirement. Specifically lots two (2) through six (6) and lots nine (9) through thirteen (13) are each a total of 7,030 square feet in area.

Future Land Use Designation: Medium Density Residential

Zoning District: RU-1-7 (Single Family Residential)

Existing Land Use: Vacant

Council District: District 1 - Councilmember Alex Goins

Overview of Surrounding Area:

	Future Land Use Designat	Zoning Districts	Land Uses
North	Commercial	CG - General Commercial	Single-family Residential, Vacant & Church
South	Medium Density Residenti	RU-1-7	Single-family Residential & Vacant
East	Medium Density Residenti	RU-1-7	Single-family Residential & Vacant
West	Medium Density Residenti	RU-1-7	Single-family Residential & Vacant

powered by Legistar™

Staff Comments

The final subdivision was reviewed by staff for consistency with Chapter 18 of the City of Cocoa Code. Staff has found that the Michael C. Blake Subdivision meets all the requirements of Chapter 177, F.S., and Section 18-30 through 18-34 of the City Code. Bob Packard of R.M. Packard & Associates completed the plat for the City and J. Barry Cabaniss of Bussen Mayer reviewed the final plat.

Future Action

Staff will seek a developer to design and construct affordable workforce housing. The selected developer will be required to enter into a Development Agreement to ensure the construction of new housing dwelling units. The Agreement will be presented to Council for approval prior to construction.

STRATEGIC PLAN CONNECTION:

The proposed subdivision is consistent with the Strategic Plan Issues, Goals, and Objectives related to Community Development. The construction of new single family homes will provide additional housing opportunities for existing and new residents and will enhance the City's tax base.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

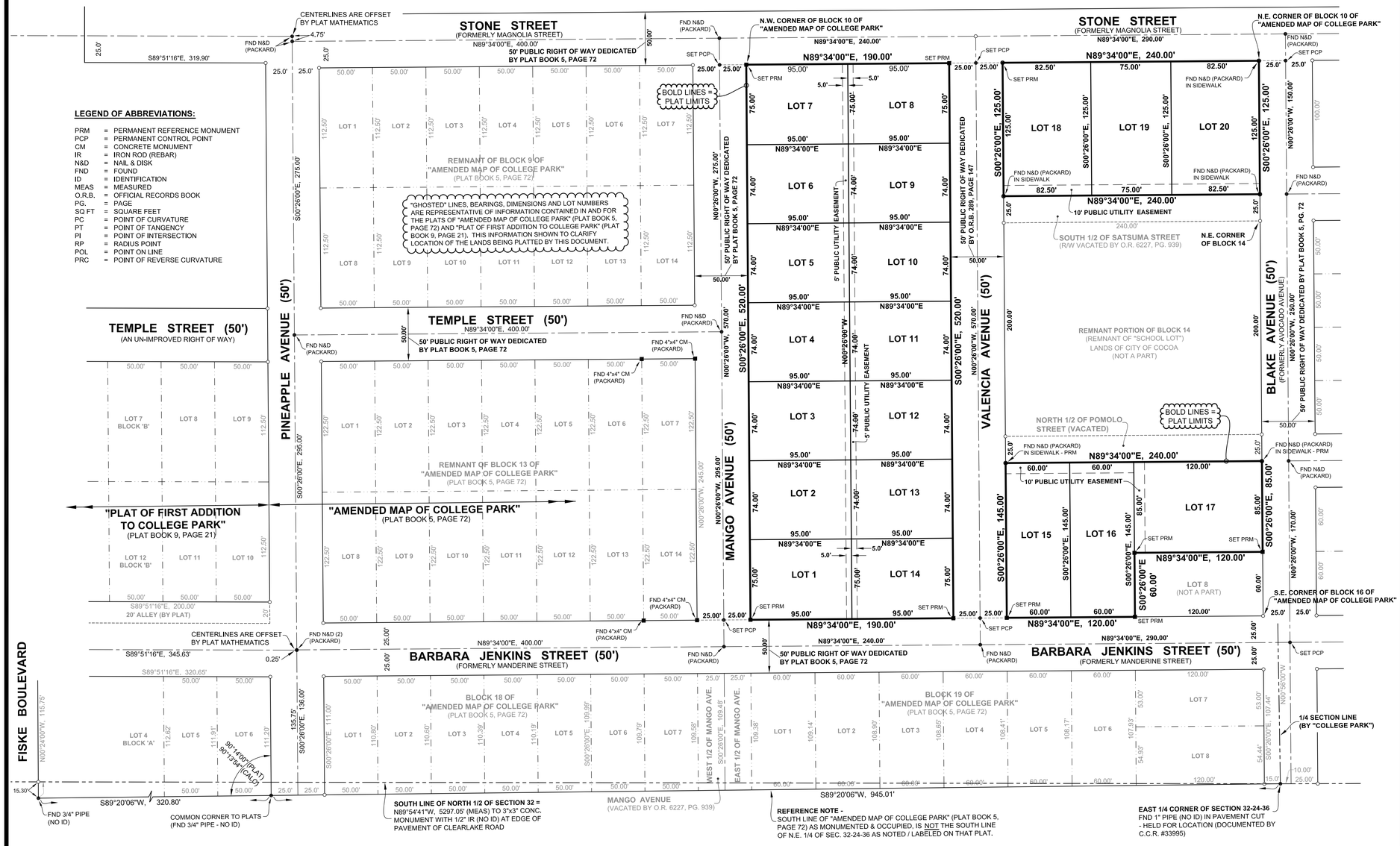
RECOMMENDED MOTION:

Approve a final subdivision consistent with Chapter 18 of the City of Cocoa Code for the City of Cocoa, a 20-lot subdivision consisting of approximately 3.59 acres, Parcel ID No.: 24-36-32-CC-10-1.

powered by Legistar™

MICHAEL C. BLAKE SUBDIVISION

A SUBDIVISION LYING IN SECTION 32, TOWNSHIP 24 SOUTH, RANGE 36 EAST, CITY OF COCOA, BREVARD COUNTY, FLORIDA,
BEING A REPLAT OF PORTIONS OF THE "AMENDED MAP OF COLLEGE PARK" RECORDED IN PLAT BOOK 5, PAGE 72, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA



LEGEND OF ABBREVIATIONS:

PRM	=	PERMANENT REFERENCE MONUMENT
PCP	=	PERMANENT CONTROL POINT
CM	=	CONCRETE MONUMENT
IR	=	IRON ROD (REBAR)
N&D	=	NAIL & DISK
FND	=	FOUND
ID	=	IDENTIFICATION
MEAS	=	MEASURED
O.R.B.	=	OFFICIAL RECORDS BOOK
PG.	=	PAGE
SQ.FT	=	SQUARE FEET
PC	=	POINT OF CURVATURE
PT	=	POINT OF TANGENCY
PI	=	POINT OF INTERSECTION
RP	=	RADIUS POINT
POL	=	POINT ON LINE
PRC	=	POINT OF REVERSE CURVATURE

0 50 100
SCALE: 1" = 50'

PLAT DESCRIPTION:

LOTS 1, 2, 3 AND 4, BLOCK 10 AND LOTS 5, 6, 7 AND 8, BLOCK 10, TOGETHER WITH THE NORTH 1/2 OF VACATED SATSUMA STREET LYING SOUTH OF AND ADJACENT THERETO; THE WEST 190 FEET OF BLOCK 14, TOGETHER WITH THE SOUTH 1/2 OF VACATED SATSUMA STREET LYING NORTH OF AND ADJACENT THERETO AND THE NORTH 1/2 OF VACATED POMOLO STREET LYING SOUTH OF AND ADJACENT THERETO;
AND
LOTS 1, 2, 3 AND 4, BLOCK 16 AND THE SOUTH 1/2 OF VACATED POMOLO STREET LYING NORTH OF AND ADJACENT THERETO AND LOTS 5, 6 AND 7, BLOCK 16, TOGETHER WITH THE SOUTH 1/2 OF VACATED POMOLO STREET LYING NORTH OF AND ADJACENT THERETO;
ALL OF "AMENDED MAP OF COLLEGE PARK", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 72, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
LESS AND EXCEPT
THE EAST 50 FEET OF SAID LOT 4, BLOCK 10; AND LESS THE EAST 50 FEET OF SAID LOT 4, BLOCK 16, DEEDED TO THE CITY OF COCOA FOR VALENCIA AVENUE BY DEED RECORDED IN OFFICIAL RECORDS BOOK 289, PAGE 147, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CONTAINING IN ITS ENTIRETY 3.590 ACRES.

RESERVATION - FOR DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

SEE OFFICIAL RECORDS BOOK _____, PAGE _____.

PLAT NOTES:

■ = 4 INCH BY 4 INCH CONCRETE PERMANENT REFERENCE MONUMENTS (PRM) STAMPED "PACKARD / PRM / LS #3867".

● = P.K. NAIL WITH ALUMINUM DISKS STAMPED "PACKARD / PCP / LS #3867" OR STAMPED "PACKARD / PRM / LS #3867" AS LABLED HEREON.

O = FOR CLARIFICATION OF DIMENSIONS, OPEN CIRCLES ARE INTENDED TO DEPICT THE LOCATIONS OF ENDS OF SPECIFIC LINES.

BEARING STRUCTURE - BASED THE UNDERLYING PLAT OF "AMENDED MAP OF COLLEGE PARK", RECORDED IN PLAT BOOK 5, PAGE 72 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. SPECIFICALLY, THE CENTERLINE OF RIGHT OF WAY LINE OF BARBARA JENKINS STREET (FORMERLY MANDERINE STREET) = A BEARING OF N89°34'00"E.

EASEMENTS DEDICATED BY THIS PLAT - PUBLIC UTILITY EASEMENTS, AS INDICATED BY DASHED LINES & LABELING WITHIN CERTAIN LOTS.

NOTE - ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICES -
(1) THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF PLAT.
(2) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

r.m. packard & assoc., inc.
surveying & mapping
197 Bougainvillea Drive / Suite "D"
Rockledge, Florida 32955
Tel.: (321) 632-6345

PLAT BOOK _____ PAGE _____

SHEET 1 OF 1

SEC. 32, TWP. 24 S., RGE. 36 E.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE CITY OF COCOA, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN:

MICHAEL C. BLAKE SUBDIVISION

HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USE AND PURPOSES THEREIN EXPRESSED AND DEDICATES ALL PUBLIC UTILITY EASEMENTS TO THE PERPETUAL USE OF THE PUBLIC AND THE CITY OF COCOA, FLORIDA (SUBJECT TO NOTES HEREON).

IN WITNESS WHEREOF, THE CITY OF COCOA HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE STAFF NAMED BELOW AND IT'S OFFICIAL SEAL TO BE AFFIXED HERETO ON:

DATE: _____

BY: _____
BY: CARIE SHEALY, CITY CLERK OF / FOR CITY OF COCOA
CITY OF COCOA
65 STONE STREET
COCOA, FLORIDA 32922

SIGNED AND SEALED IN THE PRESENCE OF:

_____ _____

_____ _____

STATE OF FLORIDA, COUNTY OF BREVARD

THIS IS TO CERTIFY, THAT ON _____
BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED:

CARIE SHEALY

CITY CLERK OF AND FOR THE CITY OF COCOA, TO ME, KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER FREE ACT AND DEED AS SUCH CITY CLERK THEREUNTO DULY AUTHORIZED; THAT THE OFFICIAL SEAL OF THE CITY OF COCOA IS DULY AFFIXED THERETO AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF THE CITY OF COCOA.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON JUNE 28, 2016, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S), PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS HAVE BEEN PLACED AS REQUIRED BY LAW ACCORDING TO SEC. 177.091(9), F.S.; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AS AMENDED.

DATED: _____

_____
ROBERT M. PACKARD, PSM (S E A L)
REGISTERED FLORIDA SURVEYOR & MAPPER #3867
FOR: R.M. PACKARD & ASSOC., INC.
1193 U.S. HIGHWAY 1 / UNIT 3
ROCKLEDGE, FLORIDA 32955
TEL.: (321) 632-6345
FLORIDA CORPORATE CERTIFICATE #6649

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON: _____
THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA APPROVED THE FOREGOING PLAT.

MAYOR: _____
JAKE WILLIAMS, JR.

ATTEST: _____ S E A L

CITY CLERK: _____
CARIE SHEALY

CERTIFICATE OF REVIEWING SURVEYOR FOR THE CITY OF COCOA

I HEREBY CERTIFY, THAT I HAVE REVIEWED THE FOREGOING PLAT AND FIND THAT IT IS IN CONFORMITY WITH CHAPTER 177, PART 1, FLORIDA STATUTES.

_____
J. BARRY CABANISS, PLS
REGISTERED FLORIDA SURVEYOR & MAPPER #4524

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES, IN FORM, WITH ALL THE REQUIREMENTS OF CHAPTER #177, PART 1, FLORIDA STATUTES AND WAS FILED FOR RECORD ON:

_____ AT _____ FILE NO.: _____

_____
CLERK OF CIRCUIT COURT
IN AND FOR BREVARD COUNTY, FLORIDA

PLAT PROPERTY INFORMATION REPORT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Garganese, Weiss, D'Agresta & Salzman, P.A.

111 N. ORANGE AVENUE #2000
ORLANDO, FL 328022873

Attention: Nancy Ham

Re: ORT # 18070008

This is to certify that we have searched the public records of Brevard County, Florida, through November 5, 2018 @ 5:00 p.m. to the extent the same are maintained in the Office of the Clerk of the Circuit Court, on the property described in the caption of the proposed plat of:

Michael C. Blake Subdivision

and more particularly described in attached legal description and that said search reveals record title to said lands to be vested in City of Cocoa, Florida, a municipal corporation, by virtue of Special Warranty Deed recorded in O.R. Book 7728 Page 1191, Public Records of Brevard County, Florida..

Our search reveals the following encumbrances and/or exceptions to title which are not satisfied or released of record:

NONE

TAX INFORMATION:

Parcel No.:24-36-32-CC-10-1
2018 taxes are PAID in the gross amount of $0.00, and WAS NOT homestead.

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Authorized Signatory

2300 Maitland Center Parkway #140 Maitland FL 32751

Phone: 407-647-1915 Fax:

EXHIBIT A

Lots 1, 2, 3 and 4, Block 10 and Lots 5, 6, 7 and 8, Block 10, together with the North 1/2 of vacated Satsuma Street lying South of and adjacent thereto; The West 190 feet of Block 14, together with the South 1/2 of vacated Satsuma Street lying North of and adjacent thereto and the North 1/2 of vacated Pomolo Street lying South of and adjacent thereto; Lots 1, 2, 3 and 4, Block 16 and the South 1/2 of vacated Pomolo Street lying North of and adjacent thereto and Lots 5, 6 and 7, Block 16, together with the South 1/2 of vacated Pomolo Street lying North of and adjacent thereto, all of Amended Map of College Park, according to the plat thereof as recorded in Plat Book 5, Page 72, of the Public Records of Brevard County, Florida, LESS AND EXCEPT the East 50 feet of said Lot 4, Block 10 and the East 50 feet of said Lot 4, Block 16, deeded to the City of Cocoa for Valencia Avenue by deed recorded in Official Records Book 289, Page 147, Public Records of Brevard County, Florida.

BREVARD COUNTY TAX COLLECTOR
Lisa Cullen, CFC

Real Estate Account At 0 UNKNOWN

Real Estate Account #2424079 | Parcel details | Latest bill | Full bill history

2018	2017	2016	2015	...	2005
NO TAXES DUE	NO TAXES DUE	NO TAXES DUE	NO TAXES DUE		PAID

Lisa Cullen

Real Estate 2018 Annual Bill

Print this bill (PDF)

Brevard County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Alternate key	Escrow code	Millage code
2424079	2424079	—	23D0

No taxes due
Click to print receipt

Get Bills by Email

Owner
Cocoa, City of
65 Stone ST
Cocoa, FL 32922-7982

Situs address
0 UNKNOWN

Legal description
COLLEGE PARK AMENDED MAP LOTS 1 TO 4 BLK 10 & ALL OF VAC SATSUMA ST LYING S & ADJ, LOTS 5 TO 8 BLK 1 ...
Full legal available: **Parcel details**

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
COUNTY GENERAL FUND	3.9456	71,400	71,400	0	$0.00
BREVARD LIBRARY DISTRICT	0.4731	71,400	71,400	0	$0.00
BREVARD MOSQUITO CONTROL	0.1869	71,400	71,400	0	$0.00
RECREATION DISTRICT 4 - MAINT	0.6892	71,400	71,400	0	$0.00
TI-CO AIRPORT AUTHORITY	0.0000	0	0	0	$0.00
SCHOOL - BY STATE LAW	4.0510	71,400	71,400	0	$0.00
SCHOOL - BY LOCAL BOARD	0.7480	71,400	71,400	0	$0.00
SCHOOL - CAPITAL OUTLAY	1.5000	71,400	71,400	0	$0.00
CITY OF COCOA	5.9790	71,400	71,400	0	$0.00
ST JOHNS RIVER WATER MGMT DST	0.2562	71,400	71,400	0	$0.00
FLA INLAND NAVIGATION DIST	0.0320	71,400	71,400	0	$0.00
ENV END LD/WTR LTD 05-24	0.0641	71,400	71,400	0	$0.00
ENV END LD/WTR LTD(DBTP) 05-24	0.0843	71,400	71,400	0	$0.00
Total	18.0094				$0.00

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
No non-ad valorem assessments.		

Combined taxes and assessments: $0.00

If paid by: Nov 30, 2018
Please pay: $0.00

No taxes due
Click to print receipt

Get Bills by Email

© 1997–2018, **Grant Street Group**. All rights reserved.

Powered by
GRANT STREET GROUP
Software That Works ®

Legislation Details (With Text)

File #:	18-585	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	11/9/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve the Third Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A Attachment B Attachment C Attachment D Attachment E				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2018
Agenda Date: November 28, 2018
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve the Third Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received.

BACKGROUND:

DR Horton, Inc. (the Developer) for the Adamson Creek Planned Unit Development (PUD) requests a modification to the subdivision's planned amenities (Attachment A). The cost of maintaining the basketball courts and soccer field and concerns about noise were the impetus for the proposed changes.

Adamson Creek Amenities Schedule		
Area - Phase	**3rd Modification - 2018**	**2nd Modification - 2014**
Tract M - Phase 1A	10 Station Fitness Course Larger Playground Multi-use Field	45' x 70' Basketball Court Soc Field with Goals

Tract K - Phase 1B	Open lot area for play	45’ x 45’ Basketball Court

The substitution of the amenities from two basketball courts and a soccer field with goals to a play area, multi-use field, youth playground and fitness course was presented at the Adamson Creek subdivision’s November 6th HOA meeting. The proposed changes were well received by the HOA Board and residents in attendance. A copy of the HOA meeting proceedings and renderings of the some of the proposed amenities are provided (Attachment B-E). Community Services staff requested the Developer broadly notify Adamson Creek residents that the Developer is seeking approval of the revised amenities at the November 28, Council Meeting.

The original developer (Adamson Creek Investment, LLC) proposed to build a 154 single family home subdivision with shared open space and recreational amenities in June 2006. The issuance of the first Certificate of Occupancy (C.O.) was contingent on the completion of all proposed open space and recreational areas. Market conditions later required the Developer to restructure the project in three (3) separate phases: Phase 1A, Phase 1B, and Phase 1C. The March 13, 2007 restructuring of the development plans required the completion of open space and recreational improvements before the issuance of the tenth (10th) C.O.

In December 2008, the City and the Developer amended the Binding Development Agreement for the second time to develop an amenities schedule. The Agreement set timeframes for the completion of improvements by tract location and phase, before the issuance of a specified number of C.O.’s. One of the agreement requirements was the construction of the following Tract M improvements: tot lot, covered pavilion, picnic table, grills, basketball court, soccer fields, and sidewalks, before the issuance of the 75th C.O. in Phase 1A. Another requirement of that agreement was construction of the following Tract K improvements: half-court basketball court and concrete sidewalk before the 10th C.O. in Phase 1B.

The Development Agreement was first modified in June 2010 to revise the amenities completion targets, one of which was Tract M improvements, prior to the issuance of the 125th C.O. The completion timeframe for Tract M improvements was later adjusted to prior to the issuance of the 154th C.O. with a second modification of the agreement in June 2014. The previous performance bond was tied to the amenity schedule in the Second Modification and was executed by Gibraltar Residential.

The third Modification to the Development Agreement (Attachment A) will be executed and recorded upon the City’s receipt of a new performance bond with DR Horton Inc., the current developer, to secure the remaining revised amenities.

STRATEGIC PLAN CONNECTION:

The proposed revisions are consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Fiscal Sustainability.

BUDGETARY IMPACT:

N/A

powered by Legistar™

PREVIOUS ACTION:

City Council approved the Final Development Plans and Plat for the Adamson Creek Phase I PUD at its June 27, 2006 meeting. A revised Final Development Plans and Plat for Phase 1A was approved at the March 13, 2007 Council Meeting. City Council entered into a Binding Development Agreement with Adamson Creek Investments, LLC in December 2008, to allow the phasing of open space and recreational improvements. The first Modification to the Binding Agreement was approved at the June 21, 2010 Council Meeting, to alter timing of community amenities. The second Modification to the Binding Agreement was approved by City Council on June 17, 2014.

RECOMMENDED MOTION:

Approve the Third Modification to the Adamson Creek Binding Development Agreement between the City of Cocoa and DR Horton Inc. and authorize the City Manager to execute the same, provided that a revised performance bond in a form approved by the City Attorney is first received.

powered by Legistar™

PREPARED BY AND RETURN TO:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

THIRD MODIFICATION TO ADAMSON CREEK BINDING DEVELOPMENT AGREEMENT

(RECREATION & OPEN SPACE SCHEDULE FOR
PHASE ONE-A, ONE-B & ONE-C)

THIS THIRD MODIFICATION TO BINDING DEVELOPMENT AGREEMENT ("Third Modification") is made and executed this ____ day of _____, 2018 by and between the City of Cocoa, Florida, a Florida municipal corporation ("City") whose address is 65 Stone Street, Cocoa, Florida 32922 and D.R. Horton, Inc., a Delaware corporation authorized to conduct business in Florida ("Developer"), whose address is 1341 Horton Circle, Arlington, TX 76148.

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property subject to that Binding Development Agreement ("Agreement") dated December 10, 2008, recorded in Brevard County Official Record Book 5903, Page 6559, as modified by that Modification to Binding Development Agreement ("Modification") dated June 21, 2010, recorded in Brevard County Official Record Book 6192, page 2697, and as further modified by that Second Modification to Binding Development Agreement, dated June 24, 2014, recorded in Brevard County Official Record Book 7156, Page 999, for the development of 154 single family homes and associated open space and recreational amenities for the Adamson Creek Phase 1 PUD ("the Project"), and; and

WHEREAS, the Agreement incorporated an initial schedule for the design and construction of the Project's various open space and recreational facilities, which was then revised by the Modification and the Second Modification ("Proposed Amenity Schedule"); and

WHEREAS, the Developer desires to further modify the Proposed Amenity Schedule to allow for the construction of specific amenities that Developer believes may be enjoyed by more residents and with fewer ongoing maintenance costs; and

WHEREAS, the proposed modifications to the Proposed Amenity Schedule were presented to the residents of the Adamson Creek Phase I PUD at their November 6, 2018, Homeowner's Association Meeting and notice that the City Council would consider this Third Modification at its November 28, 2018 meeting was further afforded to Adamson Creek residents; and

NOW, THEREFORE in consideration of the mutual promises, covenants and agreements set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein by reference and deemed a material part of this Third Modification.

2.0 **Modification of Agreement.** The City and Developer agree to the modified Proposed Amenity Schedule set forth in **Exhibit "A,"** attached hereto and fully incorporated herein by this reference, which shall replace and supersede in its entirety any previously approved and agreed-to schedule, provided that a revised performance guarantee is secured and filed with the City as provided in Section 3.0 below.

3.0 **Performance Guarantee.** Developer shall be responsible for securing and filing with the City a revised performance guarantee for the construction of the Project's required open space and recreational facilities ("Amenities") set forth in **Exhibit "A."** The form of the performance guarantee shall consist of a performance bond issued by a surety licensed to do business in the State of Florida. The performance guarantee shall be subject to the approval of the City Attorney and the City's engineer as to form and manner of execution. Subject to approval by the City's engineer, the amount of the performance guarantee shall be equal to one hundred and ten percent (110%) of the amount of the Project engineer's maximum estimate or alternative bid estimates for the uncompleted Amenities. The effective period of the performance guarantee shall be until the City has issued a written certificate of completion for the required Amenities. During the effective period of the performance guarantee, the City's engineer may reduce the amount of the performance guarantee to account for improvements covered by the guarantee that have been issued a certificate of completion by the City's engineer, subject to the form of release being approved by the City Attorney. The City shall fully release the performance guarantee upon Developer's complete construction of the Amenities. Whenever Developer fails to construct the Amenities according to any approved development orders and/or the Proposed Amenity Schedule set forth in **Exhibit "A,"** the City may, upon written notice to the parties to the performance guarantee instrument, declare the performance guarantee to be in default and exercise the City's rights thereunder, including attorney's fees and costs expended by the City related to the default. Upon default, no further development orders or other approvals shall be granted for the Project until the City determines that adequate progress has been made toward the completion of the Amenities.

4.0 **Recordation.** Upon full execution by both parties hereto and upon the City's receipt of the revised performance guarantee, this Third Modification shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

5.0 **Notice.** Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

For the City:

John A. Titkanich, Jr. AICP
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

For D.R. Horton, Inc.

Keith Williams, Division President
D.R. Horton, Inc.
1430 Culver Drive, NE
Palm Bay, FL 32907

with a copy to:

Charbel J. Barakat, Florida Regional Counsel
D.R. Horton, Inc.
12602 Telecom Drive
Tampa, FL 33637

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

6.0 **Miscellaneous.** All terms and conditions of the Agreement, Modification, Second Modification and any other development approvals by the City for the Project, which are not expressly and specifically modified by this Third Modification, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Modification to Binding Development Agreement as of the date first above written.

ATTEST:

CITY OF COCOA,
a Florida municipal corporation.

_____
Carie Shealy, City Clerk

_____
Jake Williams, Jr., Mayor

WITNESSES:

D.R. HORTON, INC.,
a Delaware corporation.

_____
Print Name: _____

By:_____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by _____ as _____ of D.R. Horton, Inc., a Delaware corporation, ___ who is personally known to me or ___ who has produced _____ as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT A
PROPOSED AMENITY SCHEDULE

3rd Modification to the Amenity Schedule

ITEM	TIMEFRAME
Tract A & B (Ph. 1A)	
Entry Monuments & Landscape	Completed
Tract F (Ph. 1A)	
5' Concrete Sidewalk	Completed
12' x 12' Observation Deck	
Tract G (Ph. 1A)	
5' Sidewalk	Completed
12' x 12' Observation Deck	
Tract M (Ph. 1A)	To be constructed before 154th C.O.
5' Concrete Sidewalk	
5' Mulch Path	
10' x 10' Tot Lot	
15' x 24' Covered Pavillion	
Picnic Table	
10 station fitness course	
Benches	
Larger playground	
Multi-Use Field	
Tract J (Ph. 1A)	
Pool	Completed
Deck	
Fence (PVC)	
Cabana	
8'8" x 16' Bus Shelter	
Tract D (Ph. 1B)	To be constructed before the 10th C.O. in Ph. 1B
5' Concrete Sidewalk	
12' x 12' Observation Deck	
Tract K (Ph. 1B)	To be constructed before the 25th C.O. in Ph. 1B
5' Concrete Sidewalk	
Open lot area for play	
Tract L (Ph. 1C)	To be constructed before the 10th C.O. in Ph. 1C
5' Concrete Sidewalk	

15' x 24' Covered Pavillion	
Picnic Table	
Grills	
Tract H (Ph. 1C)	To be constructed before the 10th C.O. in Ph. 1C
5' Concrete Sidewalk	
12' x 12' Observation Deck	
Tract R (Ph. 1C)	To be constructed before the 75th C.O. in Ph. 1C
5' Mulch Path	
Tract O, I, & N (Ph. 1C)	To be constructed before the 10th C.O. in Ph. 1C
5' Concrete Sidewalk	
12' x 12' Observation Deck	

Adamson Creek Homeowners Association, Inc.

A Corporation Not-For-Profit

NOTES FROM TOWNHALL MEETING

Date: **November 6, 2018**

Time: **3:00 p.m.**

Location: **Central Brevard Public Library (Cocoa)**

Address: **308 Forrest Ave.**
Cocoa, FL. 32922

Agenda:

(a) Call to order by presiding officers at 3:00 p.m.

(b) Attendance: Sonja Pedretti from Dr Horton, Jodi Bradley and Van Moore from Advanced Management and seven homeowners attended.

(c) Proof of notice of meeting or waiver of notice: Notice was posted at the community at least 48 hours in advance to meeting per Florida Statutes.

(d) New business;

1. Discussion of new phases and new amenity plans. New amenity plans were discussed. Residents were shown photo of two playgrounds, one was metal and one wooden, the residents preferred the wooden playground due to less cost in the future to maintain it. Residents were shown photo of the pavilion and liked the look of the pavilion. The residents liked the workout stations. Resident were told that the larger playground and work out stations were replacing the basketball courts. They were told they could have a basketball hoop in their driveways at top of driveway. Van Moore from the Management Company said he has basketball hoop in his community and it causes issues with people coming into the community and some folks play late at night with loud music and it affects the community.

Other comments:

The residents asked for a no construction traffic by main entranceway which Dr Horton is reviewing.

A resident volunteered to be on the Holiday decorating committee Irene Glass and Management will give her $200.00 of HOA monies to help with the cost of the decorations.

There is a need for pressure washing entry fence and Van with the Management company will take care of this task.

The second pier needs to be stained or painted; Contractor that

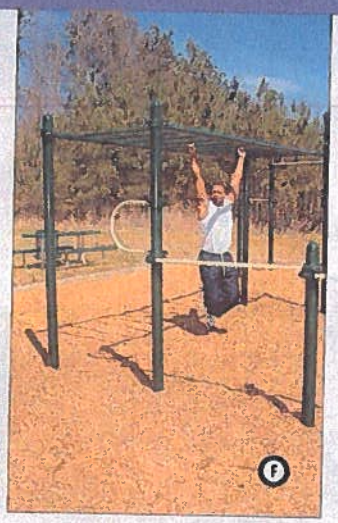
did the first one will take care of this.

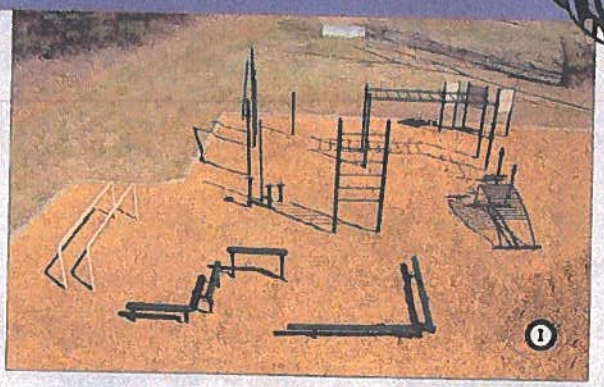
Residents asked when reclaim water will be available in the community. Will check with the City on availability projection.

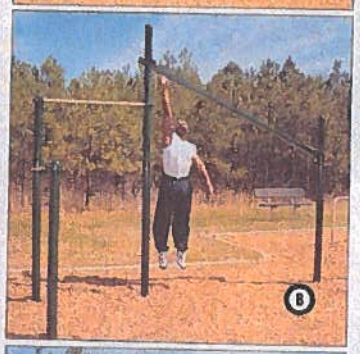
(e). Adjournment 4:15 PM.

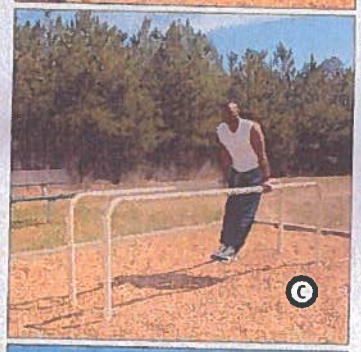
Fitness for Adults

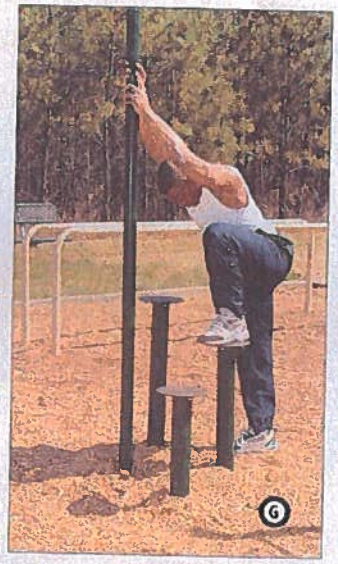


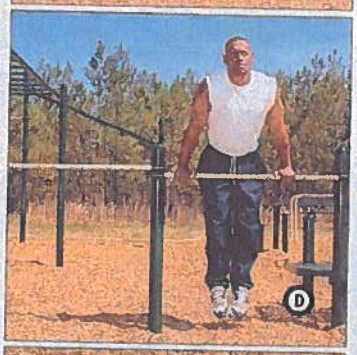




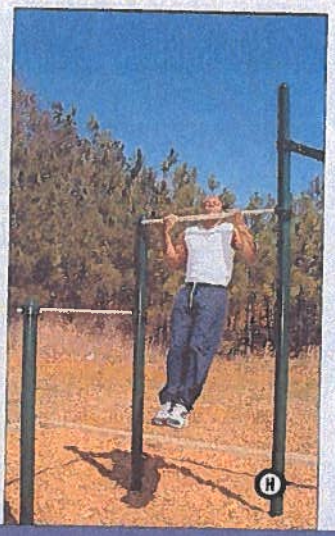












The Fitness Course is designed to provide levels of challenge for older children and adults. Available signage explains the various events and gives suggestions for physical programs and warm-up/cool-down routines. The events can be laid out as shown or configured to fit your area. The same high quality materials used in Playland's playground equipment are used to build the Fitness Course—providing the same strength and durability! Choose one color for posts and another for metals.

A	60019408XX	**Balance Beams**
B	60019406XX	**Jump Touch Beam**
C	60019401XX	**Parallel Bars**
D	60019410XX	**Spring Up Bars**
E	AFT13972XX	**Sit-up Bench**
F	60019409XX	**Horizontal Ladder**
G	60019404XX	**Stretching Post**
H	60019403XX	**Pull/Chin Up Bars**
I	6001940XX	**10 Station Course**

Items below not shown.

60019510XX	**10 Station Course Sign Package**
60019451XX	**Parallel Bars Sign Package**
60019402XX	**Vertical Ladder**
60019452XX	**Vertical Ladder Sign Package**
60019453XX	**Pull/Chin Up Bars Sign Package**
60019454XX	**Stretching Post Sign Package**
60019405XX	**Beam Run**
60019455XX	**Beam Run Sign Package**
60019456XX	**Jump Touch Beam Sign Package**
60019457XX	**Sit-up Bench Sign Package**
60019458XX	**Balance Beams Sign Package**
60019459XX	**Horizontal Ladder Sign Package**
60019460XX	**Spring Up Bars Sign Package**

SERIES 8300
GABLE END





Gable End

This versatile all-steel structure is perfect for hosting events or shading stages with accompanying seating. Value line size options are underlined in blue.

STANDARD SIZES
10', 16', 20', 24', 30'

STANDARD 20' BAY LENGTHS
24', 44', 64'

Ask us about our Extreme Sports Covers (Model 9050)!

Design Options and Accessories

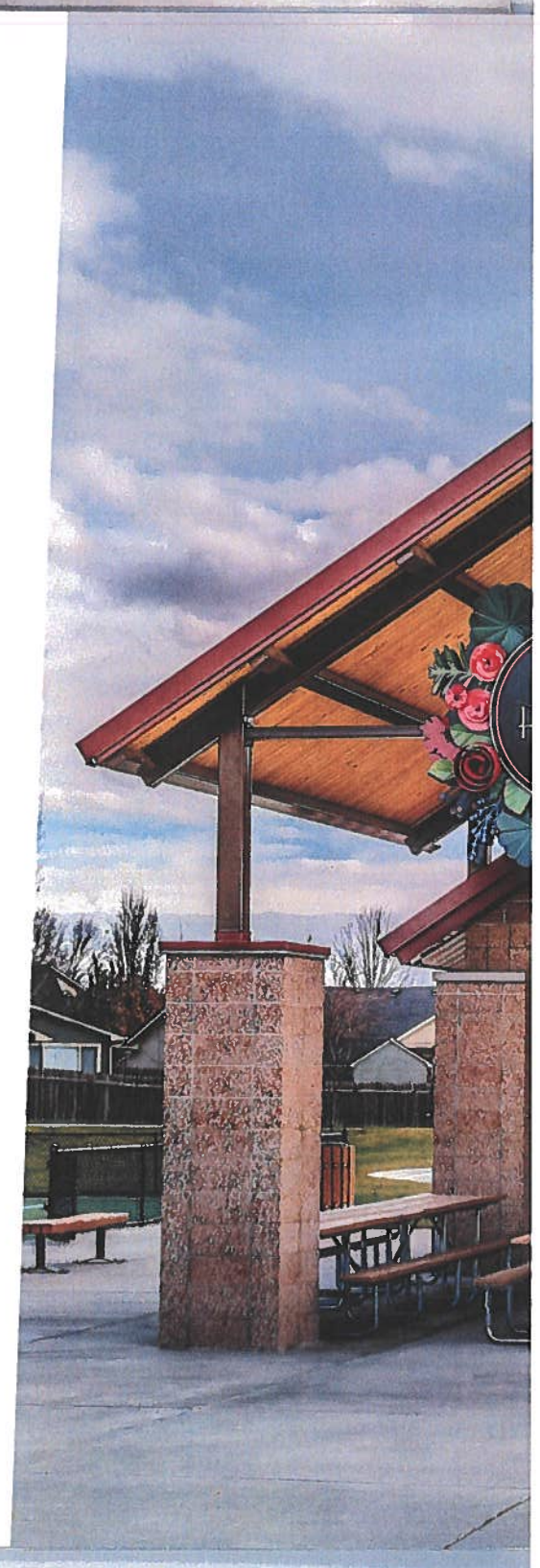
ROOFING OPTIONS

24 Ga. R-Panel Roofing
24 Ga. Medallion Lok S.S.
26 Ga. Medallion Lok S.S.*
29 Ga. Max-Rib Metal Roofing*
Fiberglass Shingles*
Cedar Shingles*

Metal roof panels are furnished pre-cut.
**Requires T&G sub decking.*

OPTIONS & ACCESSORIES

Ornamental Lattice & Handrails
Ornamental Corner Bracing
Column Upgrades
Cupolas
Weathervanes
Base Shoe Covers
Roof and Frame Colors
And More!





Legislation Details (With Text)

File #:	18-587	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Public Hearing
File created:	11/9/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Ordinance No. 12-2018/First Reading: Accept the Planning and Zoning Board's recommendation to approve the revised Landscape Ordinance. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2018
Agenda Date: November 28, 2018
Prepared By: Dodie Selig, Planning and Zoning Manger
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Accept the Planning and Zoning Board's recommendation to approve the revised Landscape Ordinance.

BACKGROUND:

The Planning and Zoning Board (P&Z Board) has the authority to recommend to the City Council such amendments to the Zoning Code as the Board may deem proper and expedient or necessary to clarify or to carry into effect the purposes thereof. Appendix A, Article XX, Sec. 3(B). In this particular case, P&Z Board Member Aleck Greenwood shared concerns with the P&Z Board about the past removal of oak trees in Cocoa Village without a Tree Board recommendation and City Council approval as provided in Appendix A, Article XIII, Sec. 22. Specifically, the P&Z Board determined that the exceptions related to the circumstances in which a Tree Board recommendation is required prior to removal of trees located in the city public right-of-way or on City-owned property needed to be examined to ensure that such exceptions are not interpreted and applied too broadly. After the P&Z Board concluded that a zoning amendment should be considered with respect to the Tree Board's role during the tree removal process applicable to City property, staff additionally presented amendments to other subsections of Article XIII, Sec. 22 for P&Z Board consideration, which had not been substantively amended since October 1984.

The proposed draft amendments to the Landscape Requirements, found in Article XIII, Section 22, are intended to: refine and emphasize the Tree Board's role when oak trees are removed on public property in the City; establish tree replacement standards for trees removed on public property in the

City; revise the circumstances in which tree removal permits are required; broaden the definition of a "tree" such that tree removal permits may be required; and enact additional "housekeeping" amendments to be consistent with other sections of the City Code. The following paragraphs further explain the proposed amendments by topic.

Tree Board's Duties and Responsibilities

The subsection establishing the Tree Board's duties and responsibilities is proposed to be revised to no longer require an annual tree comprehensive plan be presented to and approved by the City Council. The proposed amendment maintains the Tree Board's discretionary authority to investigate, develop and advise the city council regarding policies and standards relating to the care and removal of trees in parks, along streets, and in public areas.

In addition, the Tree Board currently must provide a recommendation to the City Council prior to removal or significant pruning of all trees located on the City public right-of-way or city owned property, with the following exceptions:

- Trees that are an immediate and serious threat to the public health, safety and welfare
- Dead trees
- Nuisance species
- Volunteer trees less than 4 inches in diameter at 4 ½ feet in height
- Trees that are part of a previously approved site plan
- Pruning of less than 30% of the canopy

The Tree Board's role with respect to the removal or significant pruning of trees on public right-of-way or city owned property is proposed to be limited to *oak trees only* rather than all trees. This is intended to focus the Tree Board's attention on the City's existing stock of oak trees, particularly in the historic Cocoa Village, which the Tree Board views as an important asset of the City.

Further, the exceptions related to when the Tree Board's recommendation is not required are proposed to be revised and narrowed in order to emphasize that oak trees should be removed without a Tree Board recommendation only when emergency removal is required to mitigate an *imminent threat* to the health, safety and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include photographs, approximate measurements of the tree, and distance to other structures. This information may be shared with the Tree Board post-removal.

Prior to this amendment, the term "hazardous tree" was undefined, though it was used in the ordinance. The amendment is intended to define this term, which includes trees that are reasonably expected to cause damage to persons or property or constitute a potential threat to the public health, safety, and welfare, which cannot be corrected by pruning or other reasonable preservation or preventative measure, as determined by the city arborist or an arborist certified by the International Society of Arboriculture. Trees posing an imminent threat to the public (for which no Tree Board recommendation is required prior to removal) should be distinguished from "hazardous trees," which may be considered to reasonably cause damage or constitute a "potential" threat. The Tree Board must be consulted for a recommendation prior to removal or significant pruning of a hazardous oak tree on public property unless it is an emergency situation posing an immediate threat to the health, safety, or welfare of the public. In other words, not all hazardous trees on public property qualify for removal without a Tree Board recommendation and City Council approval.

All other exceptions to the circumstances when the Tree Board must be consulted prior to removal of a tree on public property are proposed to be revised to relate only to oak trees. In addition, a Tree Board recommendation shall not be required, not only when tree removal is authorized by a site plan, but also for all city council-approved construction, roadway, utility, or drainage projects.

Tree Replacement Standards

Tree replacement standards following removal are not proposed to be changed for private property. The proposed amendment provides that specimen trees removed by the City on public property or within the right-of-way and that are not within a building envelope shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or ISA-certified arborist. The Utilities and Public Works staff have raised concerns regarding the placement of trees in the right-of-way between the curb and the property line overtop of water and/or sewer lines, citing the damage to infrastructure often caused by tree root growth. To address this concern a “right-tree/right-place” approach to replacement trees will allow replacement trees to be planted in a location deemed most appropriate by the director of public works or his or her designee. Accordingly, the replacement tree is not required to be planted in the same location, but could be planted in another area of the City entirely.

The term “specimen tree” was not previously used, but means any hardwood tree not included on the list of nuisance trees having a trunk diameter 24 inches or greater as measured in diameter at breast height and 4 ½ feet above actual grade. Therefore, the replacement standards for trees removed on public property will only apply to large specimen trees. This replacement standard applies to all types and species of specimen trees. Specimen trees do not include dead, hazardous, or diseases trees, which need not be replaced. Nothing in this ordinance precludes the City from voluntarily replacing non-specimen trees. This amendment establishes minimum tree replacement standards on public property or within rights-of-way which did not previously exist.

Furthermore, where *oak* trees are removed on city owned property or within the city right-of-way, the tree board shall either make a recommendation regarding or approve the location and species of a replacement tree. Whether a recommendation or approval is made by the tree board depends upon whether the tree board is consulted prior to removal of the oak tree, in which case a recommendation regarding replacement will accompany a recommendation to the city council on removal, or is not consulted prior to removal, in which case an exception applied and the tree board will approve a replacement tree after removal has occurred.

Definition of “Tree”

Currently, a “tree” is defined as a woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall minimum height of 15 feet and having a trunk diameter of not less than 8 inches. This amendment proposes to reduce the trunk diameter requirement to 4 inches.

Application of Tree Protection and Preservation Requirements

Currently, single-family and duplex lots with structures that existed prior to the adoption of the ordinance, i.e., in October 1984, are exempt from the tree protection and preservation requirements of the City Code. Single-family and duplex lots with newer construction are not exempt. This

amendment proposes to equally exempt all single-family and duplex lots, regardless of the date of construction. All other vacant and undeveloped properties, open space areas of developed properties (except single-family and duplex lots), and public and private rights-of-way remain subject to the ordinance.

Tree Removal Permit Criteria

In the event that a tree is "removed," which includes removal, actual displacement, or effective displacement through damaging, or significant pruning, a tree removal permit is required. The amendment proposes to clarify the criteria to obtain a tree removal permit and the activities that are exempt from a tree removal permit.

Currently, there are no enumerated permit exemptions for tree removal activities. Because it is not practical to require a tree removal permit in many circumstances, the following tree removal activities are proposed to be exempted:

- Removal by the City or other governmental agency on public property or within the right-of-way (though a Tree Board recommendation and City Council approval is required for the removal of oak trees as provided above)
- Removal of dead trees
- Removal of nuisance species
- Emergency removal of a hazardous or seriously damages tree to mitigate an imminent threat. Prior to emergency removal, the imminent threat should be documented to include photographs of the tree, measurements of the height, spread, and diameter, and distance to structures
- Tree removal activities authorized and preempted by state or federal law
- Bona fide agricultural activity or trees planted specifically for silvicultural purposes
- Removal authorized by a city-approved site plan, subdivision, building permit, site development permit, or landscape plan or a city council-approved construction project

Tree removal permits may be granted if a tree is hazardous (now a defined term), is severely diseased or injured, the trunk is located closer than 7 ½ feet to the foundation of an existing or proposed structure and it is not feasible to relocate the structure, is located closer than 10 feet from the foundation of an existing or proposed structure with an aggressive root structure, or is planned to be replaced elsewhere on the property pursuant to existing tree replacement standards.

Relationship and consistency with Comprehensive Plan Policies and Objectives

The following Comprehensive Plan policies supports the proposed zoning text amendment:

> Policy 2.1.7.5: The City shall include landscaping and streetscaping as roadway design components in order to enhance the aesthetic and safety of roadways for all users.
>
> Policy 2.1.7.6: The City shall pursue grant opportunities for median landscaping and road beautification.

STRATEGIC PLAN CONNECTION:

The proposed revisions are consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Community Development.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning and Zoning Board unanimously recommended approval of the revised Landscape Ordinance to Council at its November 8, 2018 Planning and Zoning meeting.

RECOMMENDED MOTION:
Accept the Planning and Zoning Board's recommendation to approve the revised Landscape Ordinance.

ORDINANCE NO. ___-2018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ARTICLE XIII, SECTION 22 OF THE CODE OF THE CITY OF COCOA TO MODIFY THE LANDSCAPE REQUIREMENTS RELATED TO TREE PROTECTION AND PRESERVATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council desires to update Appendix A, Article XIII, Section 22 of the Code of the City of Cocoa relating to tree protection and preservation standards, including the following: the definition of a "tree"; the circumstances in which tree removal permits are required; the criteria to obtain such permits; the exemptions for tree removal permits; the tree replacement standards for specimen trees removed by the city on public property or within the right-of-way; and the authority of the tree board; and

WHEREAS, additional housekeeping amendments shall be made to ensure consistency with the City Code; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COCOA HEREBY ORDAINS, AS FOLLOWS:

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

Section 2. **Code Amendment.** The City of Cocoa Code of Ordinances, Appendix A, Article XIII, Section 22, is hereby amended as follows (underlined type indicates additions and ~~strikeout~~ type indicates deletions, while asterisks (*** * ***) indicate a deletion from the Ordinance of text existing in Appendix A, Article XIII, Section 22. It is intended that the text in Appendix A, Article XIII, Section 22 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this ordinance):

APPENDIX A - ZONING

*** * ***

ARTICLE XIII. – SUPPLEMENTARY DISTRICT REGULATIONS

*** * ***

Sec. 22. – Landscape Requirements.

(A) OBJECTIVES.

(1) To improve, protect and preserve the appearance, character, and value of the surrounding neighborhoods and thereby promote the general welfare and aesthetic qualities of the city.

(2) To create buffer areas between properties of different zoning classifications so as to reduce nuisances of incompatibilities between abutting land uses.

(3) To ensure the regeneration of oxygen.

(4) To provide for unpaved areas in order to retain storm water lost in run-off.

(5) To channelize vehicular and pedestrian movement within off-street paved areas into safer and more logical patterns.

(6) To preserve and protect the existing tree stock while encouraging replacement of deteriorating vegetation.

(B) DEFINITIONS. [For the purpose of this section, certain words or terms used herein shall be interpreted as follows:]

~~(1)~~ *Accessway:* A paved area intended to provide ingress and egress of vehicular traffic from a public right-of-way to an off-street parking or loading area.

~~(2)~~ *Bona fide agricultural purposes:* Bona fide agricultural purposes means good faith commercial or domestic agricultural use of the land. In determining whether the proposed agricultural uses of the land is bona fide, the following factors, though nonexclusive, shall be taken into consideration:

(a) The length of time the land will be utilized.

(b) Size of land, as it relates to specific agricultural use.

(c) Whether such land is under lease and if so, the effective length, terms and conditions of the lease.

(d) The manifested intent of the landowner to sell or convert the land for or to nonagricultural purposes.

(e) The proximity of the property to existing urban or metropolitan development.

(f) The productivity of land in its present use.

(g) Whether the property has qualified as a bond fide agricultural purpose within the meaning of Florida Statutes.

~~(3)~~ *Development:* The word "development" shall mean and refer to any proposed material change in the use of the character of the land, including, but not limited to, the placement of any structure or site improvement on the land. When appropriate to the context, development may refer to the act of issuing any building permit. A property shall be considered "developed" at that point in time when the building and site have received all required final inspection approvals.

~~(4)~~ *Encroachment:* The protrusion of a vehicle outside of a parking space, display area or accessway into landscaped area. (See Figure No. 1)

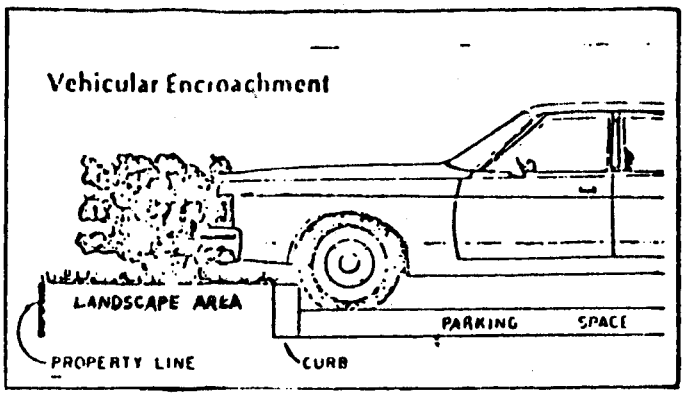


Figure No. 1

~~(5)~~ *Enforcement official:* The community services director, or his or her assigned designee.

Hazardous: Means a tree existing on a developed parcel of land or within the right-of-way, that due to its shape, location or growth pattern, which cannot be corrected by pruning or other reasonable preservation and/or preventative procedures, may cause or reasonably be expected to cause damage to persons or property and/or presents a potential threat to the health, safety, and welfare of the general public, as determined by the city arborist or an arborist certified by the International Society of Arboriculture.

~~(6)~~ *Landscaping:* Landscaping shall consist of, but not limited to, the following or combination thereof: Material such as, but not limited to, grass, ground cover, shrubs, vines, hedges, trees, or palms; and nonliving durable material commonly used in landscaping, such as, but not limited to, rocks, pebbles, sand, walls or fences, but excluding paved surfaces.

~~(7)~~ *Landscape dividing strips:* Landscape areas containing ground cover, shrubs, and trees or other landscaping used to partition parking areas into individual bays. (See Figure No. 2)

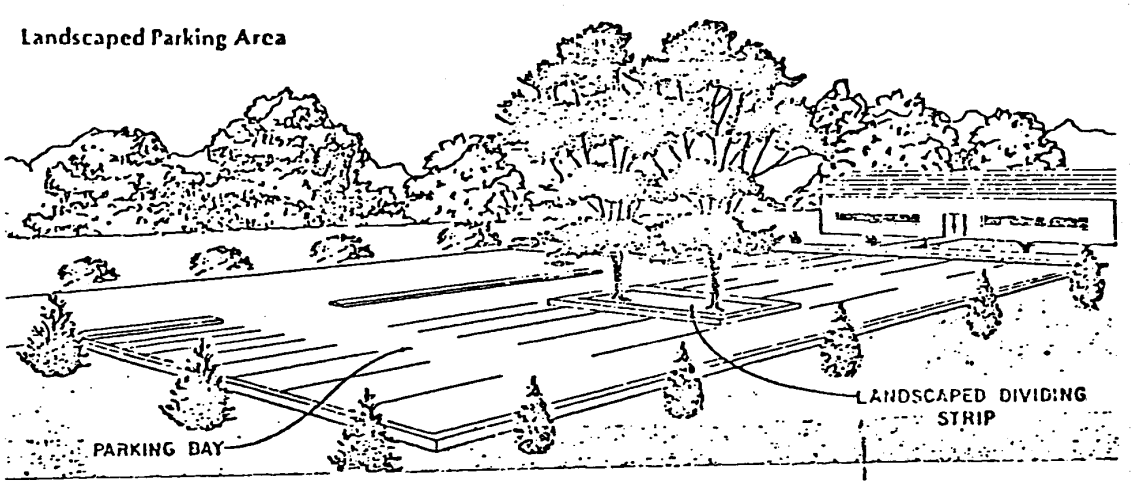


Figure No. 2

~~(8)~~ *Lot:* A parcel of land shown on a recorded plat with Brevard County Clerk of the Circuit Court or any piece of land described by deed in the Official Record Book of Brevard County.

~~(9)~~ *Parking area:* Any vehicular use area in which five (5) or more parking spaces are required.

~~(10)~~ *Person:* This shall include any individual, partnership, corporation, association or other legal entity, and shall include the plural, as well as the singular.

~~(11)~~ *Removal:* The term "removal" shall include remove, removing, actual displacement, effective displacement through damaging, or significant pruning.

~~(12)~~ *Right-of-way:* Land dedicated, deeded, used, or to be used for a street, alley, walkway, boulevard, public utilities, drainage facility, access for ingress/egress, or other purpose by the public, certain designated individuals, or governing bodies.

Specimen Tree: Any hardwood tree not included on the list of exempt trees in subsection (E)(7) herein having a trunk diameter twenty-four (24) inches or greater as measured diameter at breast height (d.b.h) or four and one-half (4 ½) feet above actual grade. Specimen trees shall not include dead, hazardous or diseased trees.

~~(13)~~ *Single-family or duplex lot:* A lot zoned for a single-family or two-family unit structure, or a nonconforming use of such nature.

~~(14)~~ *Site:* That parcel of land, lot, or lots for which a tree removal permit is sought.

~~(15)~~ *Tree:* A woody or fibrous perennial plant with an upright trunk which normally grows, or is capable of growing, to an overall height of a minimum height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of ~~not less than eight (8)~~

~~inches~~ four (4) inches or greater as measured diameter at breast height (d.b.h.) or four and one-half (4½) feet above actual grade.

* * *

(E) TREE PROTECTION AND PRESERVATION.

(1) ~~*Limits of application.*~~ The provisions of this subsection (E) shall apply to the following:

(a) All vacant and undeveloped property.

(b) The open space areas of all developed property, except single-family or duplex lots ~~with existing structures prior to the adoption of this ordinance~~.

(c) All public or private rights-of-way.

~~(d) All property where there is an addition, alteration, or intensification of land use affecting fifty percent (50%) or more of the development area, except developed single-family or duplex lots.~~

~~(e) The provisions and requirements of this ordinance shall not apply retroactively; however, all future development or applications shall be in compliance with this ordinance for the modified portion(s).~~

(2) *General requirements.*

(a) Except as provided in subsection (E)(3)(b) below, no ~~No~~ tree shall be removed ~~or significantly pruned~~ without first obtaining a tree removal permit. ~~that is a woody or fibrous perennial plant with an upright trunk which normally grows or is capable of growing to an overall height of fifteen (15) feet in the central coastal area of Florida, and having a trunk diameter of not less than eight (8) inches as measured diameter at breast height (d.b.h.), or four and one-half (4½) feet above actual grade. However, all oak trees (Quercus Spp.) with a d.b.h. of four (4) inches shall not be removed or pruned significantly.~~

(b) All subdivision plats and site plans shall be accompanied by a tree survey locating all trees outside the building envelope (structure and seven and one-half (7½) feet around perimeter). Trees on the survey shall be depicted as defined in this ordinance. Where applicable, trees can be indicated by general groups or clusters, with predominant species identified.

(3) *Permit requirements.*

(a) A letter requesting removal~~, alteration,~~ or destruction of any tree meeting the requirements of this ordinance shall be forwarded to the enforcement official of the City of Cocoa. The enforcement official may grant permission for removal~~, alteration,~~ or destruction if it meets any or all of the following guidelines:

1. Is determined to be hazardous or dangerous condition as to endanger the public health, safety, or welfare.

~~2. In an emergency situation (hurricane, fire, tornadoes, etc.).~~

~~3. Is in the best interest of the citizens of the City of Cocoa.~~

~~4. Is a bona fide agricultural activity or commercial plant nursery site.~~

2. Is severely diseased or severely injured.

3. The trunk of the tree is located closer than seven and one-half (7 ½) feet to the foundation of an existing or proposed structure, and it is not feasible to relocate the structure.

4. The trunk of the tree is located closer than ten (10) feet from the foundation of an existing or proposed structure and the tree is considered having an aggressive root system or the natural mature height is greater than 30 feet and it is not feasible to relocate the structure.

5. Trees that shall be replaced elsewhere on the property or on another property in accordance with the standards established below in subsection (E)(4).

~~(b) No tree meeting the provisions of this ordinance is to be removed, altered, or destroyed pursuant to this ordinance unless a permit is obtained through the enforcement official of the City of Cocoa. A permit processing fee of ten dollars ($10.00) for the total property in question will be required from the applicant.~~

(b) The following tree removal activities are exempt from the permit requirements of this section:

1. Removal by the city or other governmental agency on public property or within the right-of-way.

2. Removal of dead trees.

3. Removal of species listed below in subsection (E)(7)(a) – (j).

4. Emergency removal of a hazardous or seriously damaged tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

5. Tree removal activities authorized and preempted by state or federal law.

6. Bona fide agricultural activity or commercial plant nursery site.

7. Trees planted specifically for silvicultural purposes provided the property owner can provide documentation to the city evidencing that: (i) the property is a silvicultural site recognized or inspected by the Florida Forest Service; and (ii) trees of typical harvestable size and type exist on the property which are capable of being harvested for income and that the property has, or intends to, generate income from the harvested trees.

8. Tree removal authorized by a city-approved site plan, subdivision, building permit, site development permit, or landscape plan or a city council-

approved construction project.

(4) *Tree replacement.*

(a) As a condition of granting a tree removal permit, the applicant shall be required to relocate or replace trees being removed with the appropriate number of trees, having the d.b.h. of tree(s) to be removed/replaced with an equal diameter of tree(s). This shall not apply to any trees removed within the building envelope. In determining the required relocation or replacement of trees, the enforcement official shall associate needs of the intended use of the property together with realistic and practical evaluation of the following:

1. Existing tree coverage;
2. Number of trees to be removed on entire property;
3. Area to be covered with structures, parking, and driveways;
4. Topography and drainage of site and its environs;
5. Characteristics and amounts of shrub, grass, and trees proposed for planting on the site by the applicant.

(b) Whenever possible and practicable, trees should be replaced with the same species as those removed. Also, to encourage lower maintenance and water conservation, native species shall be used where possible.

(c) Except where tree board recommendation or approval is required in subsection (H)(1)(d) below, specimen trees removed by the city on public property or within the right-of-way and that are not within the building envelope shall be replaced with either a tree of the same species or a tree of a different species that is more suitable for the location as determined by the city arborist or an arborist certified by the International Society of Arboriculture. The replacement trees shall be planted in a location deemed most appropriate by the director of public works or his or her designee.

(5) *Land clearing.* The clearing of land includes the removal of trees and natural vegetation. The clearing of land is contrary to this ordinance except under the following conditions:

(a) Clearing of trails and transect lines.

(b) Clearing within a dedicated public or private easement or right-of-way for the purpose of construction, maintenance, or improvement of roadways, utilities, or drainage systems.

(c) Clearing on an individual lot for which a valid building permit has been issued or on which a permanent structure exists.

(d) Clearing of land for bona fide agricultural purposes.

(e) Clearing of land for which there exists an approved site plan or building permit and accompanying landscape plan.

(f) Other land clearing as approved by the city council providing the following conditions are met:

1. All conditions of the permitting section are complied with.

2. All land to remain bare for a period greater than ninety (90) days shall be seeded and/or mulched so as to prevent erosion and sedimentation.

(6) *Tree protection during construction.* During construction, protective barriers shall be placed so as to prevent the destruction or damaging of trees. Trees destroyed or receiving major damage shall be removed and replaced before occupancy or use unless approval has been granted under permit.

(7) *Tree exemptions.* The following tree species are exempted from these regulations:

(a) *Schinus terebinthifolius* (Brazilian Pepper).

(b) *Melaleuca quinquenervia* (Melaleuca, Cajeput).

(c) *Metopium toxiferum* (Poison Wood).

(d) *Casvarina equisetfolia*

Casvarina lepidophilia

Casvarina cumminghamiana (Australian Pine).

(e) *Casvarina glauca* (Brazilian Oak).

(f) *Melaleuca leucadendra* (Punk Tree).

(g) *Enterlobium cyclocarpum* (Ear Pod Tree).

(h) *Morus Rubra* (American Mulberry).

(i) *Melia azedarach* (Chinaberry).

(j) *Citrus trees.*

(8) *Nuisances declared.* Any tree or trees that may be declared a nuisance or a threat to the health, safety, or welfare of the citizenry of the City of Cocoa and may be so deemed by the enforcement official. If declared a nuisance, ~~the owner shall have thirty (30) days from the date of notification to remove said trees or the enforcement official may take such action to the city council pursuant to section 9-5 of the City of Cocoa Code.~~ the enforcement official shall, as provided in Section 6-903 of the Code, cause notice to be served upon the owner to remove said trees. If necessary, the enforcement official may proceed to remove or abate the nuisance in the manner provided in Section 6-903 of the Code.

(F) VARIANCES. Any person, firm, or corporation affected by this ordinance shall apply to the board of adjustment of the City of Cocoa for a variance from the requirements of this ordinance. Said application and variance procedure shall be in accordance with Appendix A, Zoning, of the Code of the City of Cocoa, Florida.

~~(G) APPEALS. Any person or persons, jointly or severally, aggrieved by any decision of the board of adjustment, may, within thirty (30) days after the public hearing at which the decision was rendered, but not thereafter, apply to a court of competent jurisdiction for appropriate relief.~~

(G~~H~~) PENALTIES. Any person who violates this ordinance or causes such to be violated, shall be subject to action before the code enforcement board of the City of Cocoa, Florida.

(H~~I~~) TREE BOARD. A tree board is hereby established which shall consist of the members of the city Planning and Zoning Board, and who shall serve by appointment of the City Council of the City of Cocoa, Florida.

(1) *Duties and responsibilities.*

(a) ~~It shall be the responsibility of t~~ The tree board ~~to~~ may investigate, develop, and advise the city council regarding policies and standards relating to ~~study, investigate, counsel, develop, update annually, and administer a plan for~~ the care, preservation, ~~pruning,~~ planting, replanting, removal, or disposition of trees and shrubs in parks, along streets, and in all other public areas. ~~Such plan will be presented annually to the city council and, upon their acceptance and approval, shall constitute the official comprehensive tree plan for the City of Cocoa, Florida~~.

(b) The tree board, when requested by the City Council of the City of Cocoa, shall consider, investigate, make findings of fact, report, and make recommendations upon any special matter of questions coming within the scope of its duties.

(c) No oak tree located on city public right-of-way or city owned property shall be removed or significantly pruned prior to review and recommendation by the tree board and approved by the city council, subject to the following exceptions:

(1) ~~Trees that are an immediate and serious threat to the public health, safety and welfare~~. The emergency removal of a hazardous or seriously damaged oak tree, to mitigate an imminent threat to the health, safety, and welfare of the property owner or the general public. Prior to emergency removal, the imminent threat should be documented to include but not be limited to (1) photographs of the tree(s) including any areas that may be damaged, diseased, or infested (2) approximate measurements including tree height, spread, d.b.h., and (3) distance to structure(s) or other immovable target(s) if felled.

(2) Oak ~~T~~trees that are dead.

~~(3) Any undesirable/nuisance tree species, as listed in Ordinance No. 32-84, page 17, section 4-g, 1—10 [codified herein as app. A, art. XIII, § 22(E)(76)(a)—(j)].~~

(34) Volunteer oak trees less than four (4) inches in diameter at four and one-half (4½) feet in height.

(45) Oak ~~T~~trees that are part of a previously approved site plan or city council-approved construction, roadway, utility or drainage project.

(56) Pruning of less than thirty percent (30%) of the canopy.

(d) Where an oak tree located on city public right-of-way or city owned property is removed for any reason, the tree board shall either:

(1) Include with its recommendation to the city council regarding removal of the oak tree, a recommendation on both the location and species of a replacement tree; or

(2) Approve the location and species of a replacement tree following removal of the oak tree when an exception as provided in subsection (H)(1)(c)(1) through (5) applies.

*** * ***

Section 3. Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of prior ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 4. Incorporation Into Code. This Ordinance shall be incorporated into the City Code of Cocoa and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this Ordinance and the City Code may be freely made.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council of the City of Cocoa, Florida.

ADOPTED by the City Commission of the City of Cocoa, Florida, in a regular meeting assembled on the _____ day of _____, 2018.

_____

HENRY U. PARRISH, Mayor

ATTEST:

_____

CARIE SHEALY, MMC
City Clerk

First Reading: _____
Legal Ad Published: _____
Effective Date: _____

Legislation Details (With Text)

File #:	18-595	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	11/14/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Ordinance No. 11-2018: Postpone to December 12, 2018 the hearing for a Zoning Map amendment for approximately 27.9 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential). (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 14, 2018
Agenda Date: November 28, 2018
Prepared By: Dodie Selig, Planning and Zoning Manager
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Postpone to December 12, 2018 the hearing for a Zoning Map Amendment for approximately 27.9 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential).

BACKGROUND:

The Applicant, Morgan & Associates Consulting Engineers, Surveyors Inc., on behalf of the property owner, Victory Judgement LLC, requests an amendment to the Zoning Map designation of approximately 27.92 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential) as depicted on Exhibit ‘A’. The applicant intends to construct a single-family subdivision with 87 lots (approximately 5 units per acre), utilizing the minimum bulk, yard, and living area standards of the RU-2-10 district as is permitted for single-family construction in the RU-2-15 district.

Council provided staff direction to limit the applicability of the RU-2-10 zoning designation at the October 28, 2018 Council Meeting. Thereafter, the Applicant agreed to enter into a Development Agreement to ensure that amenities would be provided to serve the proposed subdivision. Staff is working on an agreement which will provide the applicant greater flexibility in exchange for a tot lot, benches, pavilion and multi-use field, a pedestrian crosswalk, boardwalk and viewing deck over water, and a board walk and viewing deck over wetland area. Additional time is needed to draft the Agreement and negotiate its final terms.

The proposed rezoning, along with the proposed subdivision and Development Agreement, is scheduled to be heard at the December 5, 2018 Planning and Zoning meeting. It is suggested that the P&Z Board's recommendation on these items will be presented at the December 12, 2018 Council Meeting.

STRATEGIC PLAN CONNECTION:

The proposed amendment is consistent with the Strategic Plan issues, goals, and objectives related to Physical Image.

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Postpone to December 12, 2018 the hearing for a Zoning Map Amendment for approximately 27.9 acres of land from RU-1-7 (Single Family Residential) to RU-2-15 (Multiple-Family Residential

Legislation Details (With Text)

File #:	18-602	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Public Hearing
File created:	11/15/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve a Modification to The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. and authorize the City Manager to execute the same. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit A - Modification to Cottages Development Agreement Exhibit B - revised DA concept plan page 1				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2018
Agenda Date: November 28, 2018
Prepared By: Dodie Selig, Planning and Zoning Manger
Through: Karen D. Hamilton, Community Services Director
Requested Action:
Approve a Modification to The Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. and authorize the City Manager to execute the same.

BACKGROUND:

120 Barnacle Bay, LLC., the Developer for The Cottages at Cocoa Village, requests a modification to the Development Agreement (Attachment A). The Development Team recently discovered a ten (10) foot Florida Power and Light easement on the property, at the corner of Florida Avenue and Rosa L. Jones Drive. The easement affects the current building layout/concept plan of lots one (1), two (2) and five (5). In response to this impact a revised first page of the concept plan (Attachment B) has been submitted to address these issues as follows.

For lots one (1) through four (4):

- A shifting of the location of the four lots to the east a distance of nine (9) feet.
- A reduction of the existing rear setback from five (5) feet to three (3) feet.

For lot five (5):

- A vacation of the FPL easement over that portion of the subject site will be requested by the developer.

The initial development concept plans of the subject site coincided with a project owned by the City diagonally across the Florida Avenue/Rosa L. Jones Drive intersection from the subject property. That property, 915 Florida Avenue (formerly known as the Oaks Mobile Home Park), was acquired by the City in January of 2016. In November 2017, Bass Fletcher Associates, Inc. were engaged to conduct a Highest and Best Use Analysis of the property. The study determined medium sized townhomes were the highest and best use of the property. On December 12, 2017, the CRA voted to authorize staff to issue an RFP to seek redevelopment proposals for the property. The RFP was issued on Monday, January 22, 2018. On April 10, 2018, the CRA voted to recommend to the City Council the proposal submitted by The Villas at Cocoa Village. Thereafter the City was approached by the developer of The Villas project and the owner of The Cottages subject site to develop townhomes on the second site. A Development Agreement was sought to address insufficiencies in the concept plan in relation to the City development code.

The original Development Agreement addressed site constraints; deficiencies in the code requirements based on the proposal; allowed for the construction of two (2) model homes on the site; and included a Concept Plan which guides future permitting. The Concept Plan, which is binding on the Developer's successors and assigns and the City, subject only to minor modifications at the platting and site plan stages. Accordingly, the Concept Plan was analyzed carefully with respect to both the subdivision and zoning codes. The Agreement facilitates the construction of up to 18 townhomes on the subject property. The site is arranged with 2 lots facing west onto Florida Avenue, 2 lots facing east on a stormwater greenspace, 10 lots facing Rosa L. Jones Drive (4 of which will face the sides of the first 4 lots and the rest will face the street) and 4 lots facing west with garages opening onto John Garren Lane. There will be a one-way alley running west to east along the north property line that will function as a common driveway for the units on lots 5 through 14, with no allowed parking.

Needed variances and waivers from the standards in the City Code were outlined in the original Agreement. As mentioned above, this modified Agreement would authorize an additional variance to the required rear lot setback for lots one (1) through four (4) from five (5) feet to three (3) feet.

With respect to the impact of the FPL easement over lot five (5), the securing of a vacation of the easement extending from a point between lots four (4) and five (5) north to the property line would be a necessary condition of the preliminary subdivision such that the developer would be required to provide the completed vacation prior to application for the final subdivision plat.

Next Steps

The agreement will be signed and sent to the Official Records of Brevard County for recording upon approval by the Council.

The developer has submitted a combined Preliminary Subdivision and Site Plan application which is scheduled to be heard by the Planning & Zoning Board at its December 5, 2018 meeting. The Preliminary Subdivision application will then be heard by Council on December 12, 2018.

Those applications, along with the Development Agreement, will allow the developer to begin construction of the project site work and infrastructure.

The Final Subdivision application will be heard once by the City Council. The Final Plat (component piece of the final subdivision application that legally creates the individual lots for each townhome)

will be recorded in the Official Records of Brevard County.

STRATEGIC PLAN CONNECTION:

The proposed revisions are consistent with the Strategic Plan Issues, Goals, and Objectives related to improving Physical and Emotional Image and Fiscal Sustainability

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Planning & Zoning Board recommended approval of the original Development Agreement at its special meeting on September 24, 2018, with a contingency to add an oak tree if possible.

Council approved the original Development Agreement between the City of Cocoa, Florida and 120 Barnacle Bay, LLC to allow the developer to construct 18 townhomes on three (3) parcels of land (tax parcel id's: 24-36-33-80-20-5, 24-36-33-80-20-4, and 24-36-33-80-20-2) totaling 1.03 acres and located on the north side of Rosa L. Jones Drive between Florida Avenue and John Garren Lane at the October 10, 2018 meeting.

RECOMMENDED MOTION:

Approve a Modification to the Cottages at Cocoa Village Binding Development Agreement between the City of Cocoa and 120 Barnacle Bay, LLC. and authorize the City Manager to execute the same.

powered by Legistar™

PREPARED BY AND RETURN TO:
Anthony A. Garganese, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
P.O. Box 2873
Orlando, FL 32802-2873

MODIFICATION TO COTTAGES AT COCOA VILLAGE DEVELOMENT AGREEMENT

THIS MODIFICATION TO DEVELOPMENT AGREEMENT ("Modification") is made and executed this ____ day of _____, 2018 by and between the City of Cocoa, Florida, a Florida municipal corporation ("City") whose address is 65 Stone Street, Cocoa, Florida 32922 and 120 Barnacle Bay, LLC, a Florida limited liability company ("Developer").

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property subject to that Development Agreement ("Agreement") dated October 10, 2018, recorded in Brevard County Official Record Book _____, Page _____, for the redevelopment of certain real property described in Exhibit A therein (the "Property") with 18 residential townhouses; and

WHEREAS, the Agreement incorporated a Concept Plan as Exhibit B and granted certain waivers and variances necessary to achieve the development; and

WHEREAS, due to the location of an easement on the Property, the Developer desires to modify the Concept Plan attached in Exhibit B and to further modify the waivers and variances that were granted via the Agreement; and

NOW, THEREFORE in consideration of the mutual promises, covenants and agreements set forth herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein by reference and deemed a material part of this Modification.

2.0 **Modification of Concept Plan.** The City and Developer agree to the modified Concept Plan set forth in **Exhibit "B,"** attached hereto and fully incorporated herein by this reference, which shall replace and supersede the first page only of the previously approved and agreed-to Concept Plan. The remaining pages of the Concept Plan as attached as Exhibit B to the Agreement shall continue to remain in full force and effect.

3.0 **Modification of Variances and Waivers.** Section 6 of the Agreement, Variances and Waivers is hereby modified as follows:

(a) Appendix A, Zoning, Article XI, Section 22:

. . .

f. The minimum rear setback for each townhome lot shall be 5 feet, except for Lots 1 through 4, which shall have a minimum rear setback of 3 feet.

4.0 **Recordation.** Upon full execution by both parties hereto, this Modification shall be recorded in the public records of Brevard County, Florida, and shall run with the land.

5.0 **Miscellaneous.** All terms and conditions of the Agreement, which are not expressly and specifically modified by this Modification, shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification to Development Agreement as of the date first above written.

ATTEST:

CITY OF COCOA,
a Florida municipal corporation.

_____
Carie Shealy, City Clerk

_____
John A. Titkanich, Jr.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by John A. Titkanich, Jr. as the City Manager of the City of Cocoa, a Florida, a Florida municipal corporation, ___ who is personally known to me or ___ who has produced _____ as identification.

_____
Notary Public, State of _____
My Commission Expires: _____

WITNESSES:

120 BARNACLE BAY, LLC,
a Florida limited liability company

_____
Print Name: _____

By:_____
Print Name: _____
Title: _____

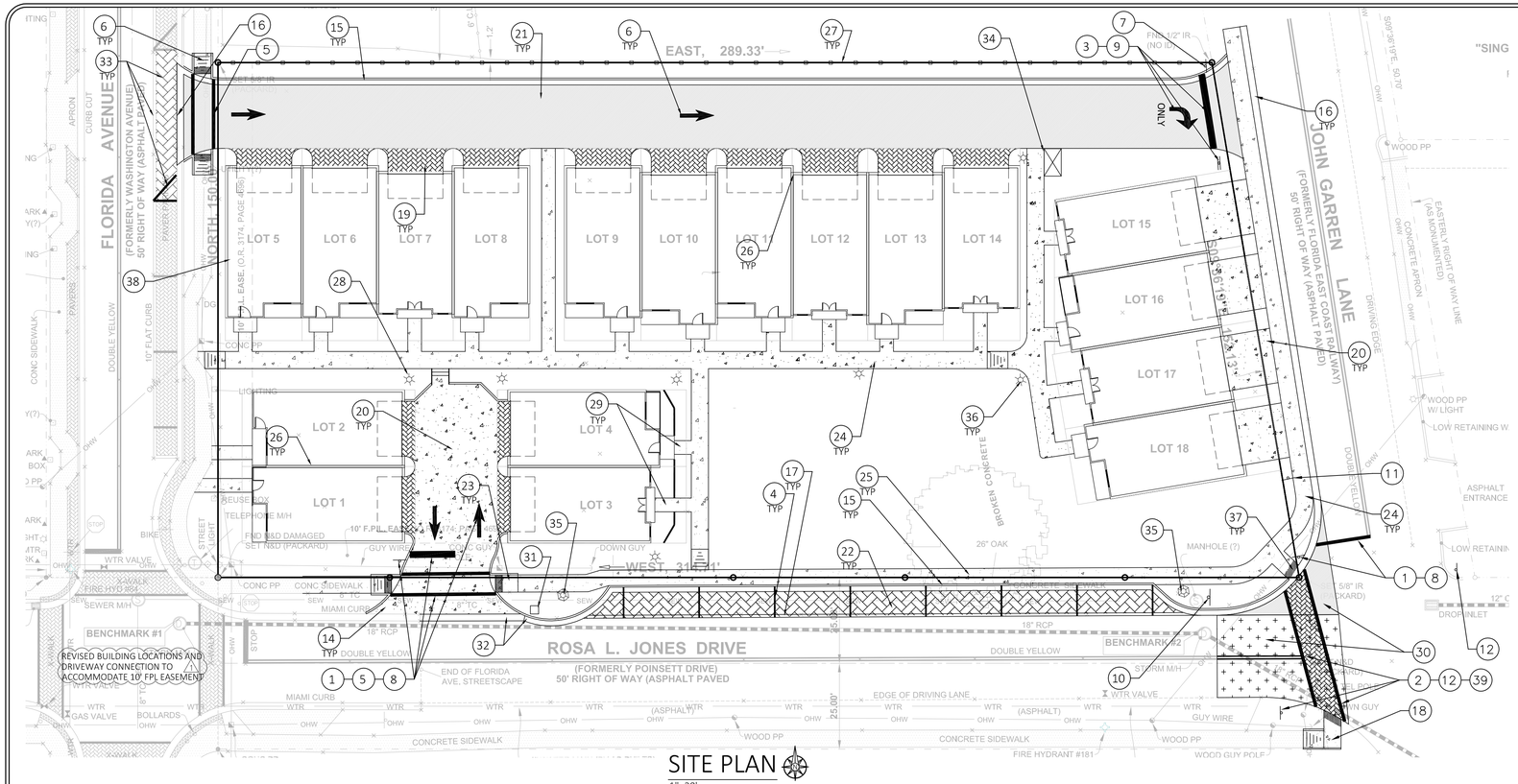
_____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by _____ as _____ of 120 Barnacle Bay, LLC, a Florida limited liability company, ___ who is personally known to me or ___ who has produced _____ as identification.

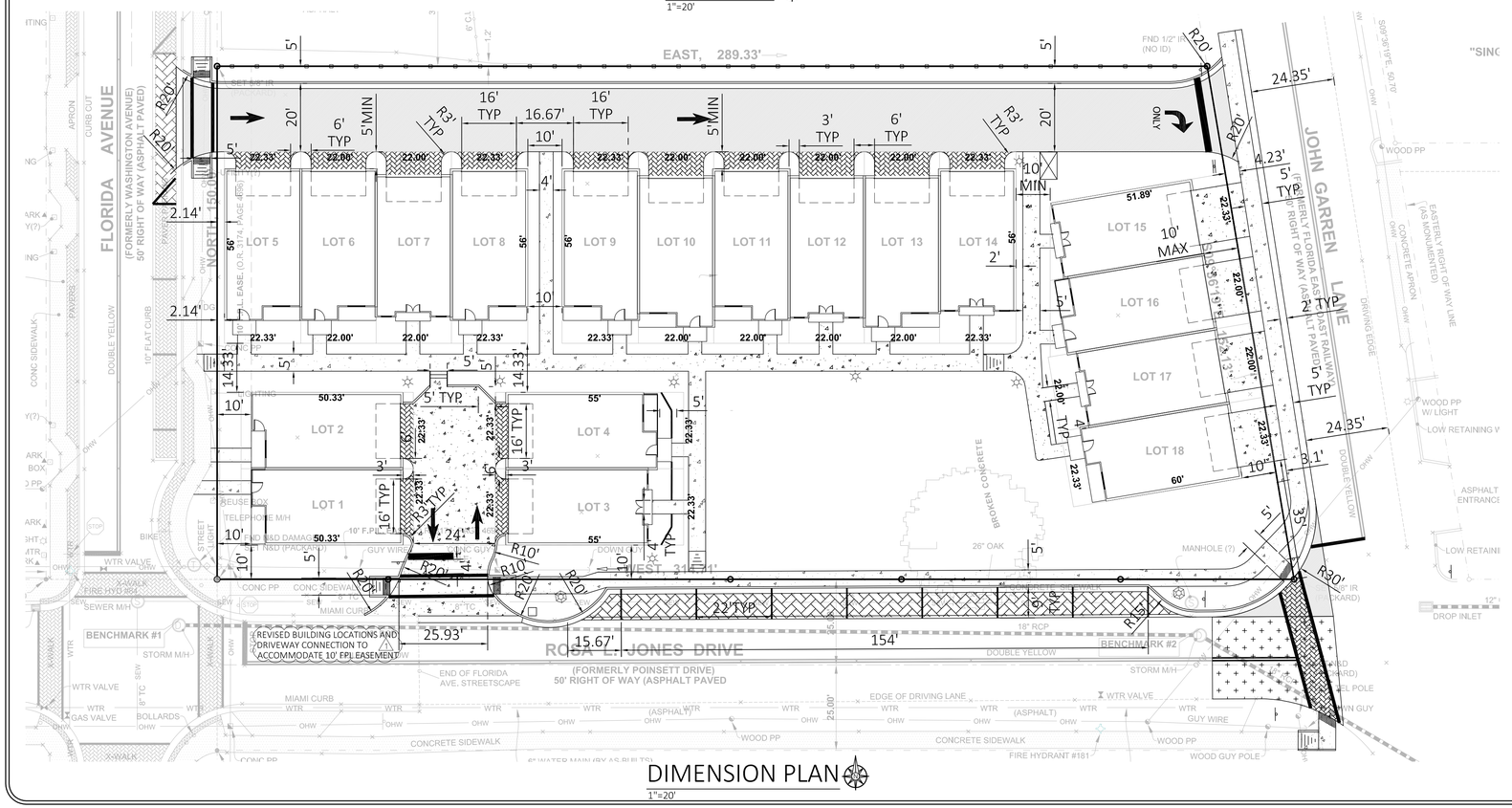
_____
Notary Public, State of _____
My Commission Expires: _____

EXHIBIT B
Concept Plan



SITE PLAN

1"=20'



DIMENSION PLAN

1"=20'

CIVIL SITE NOTES:

1. PROVIDE THERMOPLASTIC WHITE 24" STOP BAR AND THERMOPLASTIC WHITE DIRECTIONAL ARROWS PER FDOT INDEX NO. 711-001.
2. PROVIDE 6" THERMOPLASTIC DOUBLE YELLOW LINES PER FDOT INDEX NO. 711-001.
3. PROVIDE THERMOPLASTIC WHITE 24" STOP BAR, THERMOPLASTIC WHITE DIRECTIONAL ARROWS AND LETTERING TO READ ONLY.
4. PROVIDE 12" WIDE WHITE PAVER PARKING STRIPE PER CITY OF COCOA STREET-SCAPE REQUIREMENTS. ⚠1
5. PROVIDE THERMOPLASTIC WHITE PARALLEL CROSSWALK STRIPING PER FDOT INDEX NO. 711-001.
6. PROVIDE PAINTED WHITE DIRECTIONAL ARROWS ONSITE PER FDOT INDEX NO. 711-001.
7. PROVIDE DO NOT ENTER SIGN PER MUTCD R5-1 AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL SIGN LOCATION DETAIL.
8. PROVIDE STOP SIGN PER MUTCD R1-1 AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL SIGN LOCATION DETAIL.
9. PROVIDE STOP SIGN PER MUTCD R1-1 FACING WEST WITH RIGHT TURN ONLY BENEATH THE STOP SIGN PER MUTCD R3-5 AND PROVIDE DO NOT ENTER SIGN FACING EAST PER MUTCD R5-1 AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL SIGN LOCATION DETAIL.
10. PROVIDE RELOCATED STOP AHEAD SIGN PER CITY OF COCOA REQUIREMENTS. CONTRACTOR TO CONTACT PUBLIC WORKS FOR ULTIMATE LOCATION OF RELOCATED SIGNAGE AND CONFIRM LOCATES OF UNDERGROUND UTILITIES. SEE TYPICAL SIGN LOCATION DETAIL.
11. PROVIDE 15"WIDE BY 24" TALL SIGN TO READ SIDEWALK ENDS PER MUTCD AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAILS.
12. PROVIDE YIELD HERE TO PEDESTRIANS SIGN PER MUTCD R1-5 AND CITY OF COCOA REQUIREMENTS. CONTRACTOR TO CONTACT PUBLIC WORKS FOR ULTIMATE LOCATION OF SIGNAGE AND CONFIRM LOCATES OF UNDERGROUND UTILITIES. SEE TYPICAL DETAIL.
13. PROVIDE NO PARKING ZONE SIGN PER MUTCD R8-3A AND CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAIL FOR SIGN PLACEMENT.
14. PROVIDE FDOT TYPE 'D' CURB PER FDOT INDEX NO. 520-001. SEE TYPICAL DETAIL.
15. PROVIDE FDOT TYPE 'F' CURB PER FDOT INDEX NO. 520-001. SEE TYPICAL DETAIL
16. PROVIDE MIAMI CURB AND GUTTER PER CITY OF COCOA REQUIREMENTS. SEE TYPICAL DETAIL.
17. PROVIDE 10" FLUSH RIBBON CURB PER CITY OF COCOA STREET-SCAPE DETAILS AND SPECIFICATIONS.
18. PROVIDE FLUSH CONCRETE SIDEWALK LANDING. SEE TYPICAL DETAIL.
19. PROVIDE PAVER DRIVEWAY APRON, SECTION PER MANUFACTURER RECOMMENDATIONS. COLOR PER ARCHITECT AND OWNER SPECIFICATIONS AS APPROVED BY THE CITY OF COCOA. ⚠1
20. PROVIDE CONCRETE PAVEMENT SECTION. SEE TYPICAL DETAILS.
21. PROVIDE ASPHALT PAVEMENT SECTION. SEE TYPICAL DETAILS.
22. PROVIDE PAVEDRAIN PAVER SECTION PER CITY OF COCOA STREET-SCAPE REQUIREMENTS. COLOR AND SECTION PER CITY OF COCOA DETAILS AND SPECIFICATIONS. CONTACT MICHAEL GIORGIO WITH CITY OF COCOA PUBLIC FOR DETAILS AND SPECIFICATIONS AT 321-433-8771
23. PROVIDE CONCRETE 6' LONG, 6" RISE HANDICAP ACCESSIBLE RAMP PER FDOT AND FLORIDA BUILDING CODE REQUIREMENTS. SEE TYPICAL DETAILS.
24. PROVIDE CONCRETE SIDEWALK. SEE TYPICAL DETAILS.
25. PROVIDE RAISED SIDEWALK. SEE TYPICAL DETAILS.
26. SEE ARCHITECTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS FOR BUILDING. CONTRACTOR TO CONFIRM BUILDING DIMENSIONS FROM ARCHITECTURAL AND FOUNDATION PLANS PRIOR TO CONSTRUCTION OR MATERIAL ORDER. CONTACT ENGINEER OF RECORD WITH ANY DEVIATIONS.
27. PROVIDE 6' TALL OPAQUE FENCE PER CITY OF COCOA REQUIREMENTS. PERMITTING AND MATERIAL SPECIFICATIONS BY OTHERS.
28. PROVIDE STAIRS INCLUDING HANDRAILS ADJACENT TO STEPS ON BOTH SIDES PER FLORIDA BUILDING CODE AND CITY OF COCOA SPECIFICATIONS.
29. SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DETAILS AND SPECIFICATIONS ON STAIRS AND RETAINING WALLS FOR GRADE TRANSITION ADJACENT TO TOWNHOMES.
30. PROVIDE ASPHALT PAVEMENT RESURFACE IN AREA OF HATCH IN COMBINATION WITH NEW PAVEMENT AND PATCH FOR REPAIR OF OPEN CUT INSTALLATION OF NEW WATER LINE CONNECTION.
31. PROVIDE RELOCATED UTILITY VAULT FOR SHIFTED UTILITY. CONTRACTOR TO COORDINATE RELOCATION WITH CITY OF COCOA UTILITIES AND PUBLIC WORKS PRIOR TO CONSTRUCTION COMMENCEMENT.
32. PROVIDE TRANSITION FROM MIAMI CURB AND GUTTER TO TYPE 'F' CURB AND GUTTER, FLOW LINE SHALL BE CONTINUOUS AND MATCH SLOPE OF EXISTING PAVEMENT.
33. PROVIDE DRIVEWAY DEMARCATION PAVERS WITH LINEWORK, SECTION AND COLORS PER CITY OF COCOA DETAILS AND SPECIFICATIONS.
34. PROVIDE MAIL KIOSK PER UNITED STATES POSTAL SERVICE APPROVAL.
35. PROVIDE STREET LIGHT POLE PER CITY OF COCOA PUBLIC WORKS DETAILS AND SPECIFICATIONS AND FLORIDA POWER AND LIGHT APPROVAL. SEE CITY DETAIL PROVIDED FOR LIGHT POLE SPECIFICATION TO MATCH EXISTING.
36. PROVIDE SOLAR POWERED BOLLARD WALKWAY LIGHTING PER OWNER AND ARCHITECT SPECIFICATION. SEE SITE ELECTRICAL AND LIGHTING DRAWINGS.
37. PROVIDE TRUNCATED DOMES FOR SIDEWALK AND RAMP CONNECTIONS IN CITY OF COCOA RIGHT OF WAY PER CITY REQUIREMENTS. SEE TYPICAL DETAILS. ⚠
38. OWNER TO VACATE 10' FPL EASEMENT WITHIN LOT NUMBER 5 PRIOR TO CONSTRUCTION.
39. PROVIDE STAMPED ASPHALT CROSSWALK PER CITY OF COCOA IN AREA OF MILLING AND RESURFACE. CONTACT MICHAEL GIORGIO WITH CITY OF COCOA PUBLIC FOR DETAILS AND SPECIFICATIONS AT 321-433-8771

REV#	DATE	REVISION
1	11-2-18	CITY OF COCOA COMMENTS

ERIN TRAUGER CONSULTING ENGINEER
P.O. BOX #360253, MELBOURNE FL 32936-0253
email - erin.trauger@gmail.com direct - (321) 652-5316

THE COTTAGES AT COCOA VILLAGE

120 BARNACLE BAY, LLC
6 ROSA JONES DRIVE
COCOA, FLORIDA

SITE AND DIMENSION PLAN

ERIN L. TRAUGER
FL P.E. #65576

COPYRIGHT © STATEMENT
THESE DOCUMENTS AND THEIR CONTENTS ARE THE PROPERTY OF ERIN TRAUGER AND ARE ISSUED ONLY FOR THE SPECIFIC PROJECT NOTED ON THESE DOCUMENTS. ANY REVISIONS, ADDITIONS OR DELETIONS TO THESE DOCUMENTS OR PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF ERIN TRAUGER IS PROHIBITED BY LAW.

DATE:	10-1-18
SECTION:	33
TOWNSHIP:	24
RANGE:	36
SCALE:	1"=30'
DRAWING NO.	C-4
PROJECT:	17-108

20' 0' 20' 40'

Legislation Details (With Text)

File #:	18-539	**Version:**	2	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/30/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve the current Code Enforcement lien for the property located at 1040 Azalea Ln be reduced from $732,300 to $4,200.00, subject to the applicant complying with the standard thirty day payment condition and including paying in full the City's existing fixed code enforcement assessment lien recorded against the property in the total amount of $10,561.38 plus any applicable lien interest. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien reduction request.pdf Staff Report for CEB-LR-1040 Azalea Ln.pdf 1040 Azalea Ln				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2018
Agenda Date: November 28, 2018
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the current Code Enforcement lien for the property located at 1040 Azalea Ln be reduced from $732,300 to $4,200.00, subject to the applicant complying with the standard thirty day payment condition and including paying in full the City's existing fixed code enforcement assessment lien recorded against the property in the total amount of $10,561.38 plus any applicable lien interest.

BACKGROUND:

CASE # 1. CE-08-654

The Code Enforcement Board held a public hearing on **October 16, 2008**, at which time the Board found the owner, **Dennis** & **Gladys Thomas**, in violation of the following:

Section 6-105(a) Technical amendments to the Florida Building Code, Residential

Section 6-900(b)(4)a-c, Exterior Maintenance

powered by Legistar™

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$100.00** per day from **October 30, 2008** until compliance was achieved and documented on **December 10, 2015.** The lien is **$259,700.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**

- Whether the owner made attempts to correct the violation(s); **Yes**

- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **2597 days** and the total amount of the lien is **259,700.00.**

- The current market value of the subject property? The current market value is **$93,720.00** according the Brevard County Property Appraiser. (The property was sold 7/27/18 for **$35,300.00**)

CASE # 2 CE-09-235

The Code Enforcement Board held a public hearing on **May 21, 2009**, at which time the Board found the owner, **Gladys Thomas**, in violation of the following:

Section Sec. 6-902(b)(1) (2), Discarding junk, inoperable or abandoned motor vehicles

Section Sec. 6-105(a), Technical amendments to the Florida Building Code, Residential.

Section 6-900 (b)(4) a-c, Maintenance to Structure and Grounds

Section 6-900(b) (15), Trailers in the Yard

Section 6-900(b) (15), Trailers in the Yard

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$200.00** per day from **June 21, 2009** until compliance was achieved and documented on **December 10, 2015.** The lien is **$472,600.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**

- Whether the owner made attempts to correct the violation(s); **Yes**

- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **2363 days** and the total amount of the lien is **472,600.00.**

- The current market value of the subject property? The current market value is **$93,720.00** according the Brevard County Property Appraiser. (The property was sold 7/27/18 for **$35,300.00**)

Based on the above factors, staff recommends the 2 liens be combined for a total current lien amount of **$732,300.00** and the total of the two liens be reduced to **$73,230.00** which is a 90% reduction of the current lien. There are also additional hard liens that are not eligible for reduction which includes a **Demolition Fee** of **$10,561.38** which will need to be paid in addition to the lien reduction amount. The demolition lien will need to be paid with the reduced payoff amount for the regular code enforcement lien. As a matter of public policy, the City staff does not support the City Council reducing a regular code enforcement lien until such time all other applicable fixed/assessment code enforcement liens recorded against the property are paid in full to reimburse the City for previously incurred hard costs associated with work performed on the property by the City to remedy code enforcement violations

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None.

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on October 18, 2018, recommended that the lien be reduced to $4,200.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement lien for the property located at 1040 Azalea Ln be reduced from $732,300 to $4,200.00, subject to the applicant complying with the standard thirty day payment condition and including paying in full the City's existing fixed code enforcement assessment lien recorded against the property in the total amount of $10,561.38 plus any applicable lien interest.

1040 Azalea Ln. Eligible Code Board Fines for this Request

Case Number:	**08-00000654**
Address:	**1040 AZALEA LN**
Land Key Heading:	**PARCEL NUMBER:**
Land Key:	**24 36291 12 11**
Status:	**Fixed Lien**
Date Reported:	**07/28/2008**
Case Status:	**Fixed Lien**
Case Type:	**Unpermitted Work**

Fee	Charged	Paid	Due
The following fees are not eligible for online payment.			
Administration Fee	$20.00	$20.00	$0.00
Code Board Fine to Lien	$259700.00	$0.00	$259700.00

Case Number:	**09-00000235**
Address:	**1040 AZALEA LN**
Land Key Heading:	**PARCEL NUMBER:**
Land Key:	**24 36291 12 11**
Status:	**Fixed Lien**
Date Reported:	**01/05/2009**
Case Status:	**Fixed Lien**
Case Type:	**Unpermitted Work**
Default Inspector Name:	**Buell, Chad**

Fee	Charged	Paid	Due
The following fees are not eligible for online payment.			
Code Board Fine to Lien	$472600.00	$0.00	$472600.00

Total of Eligible Lien - $732,300 – 90% Reduction= $73,230.00

Staff Cost Best Estimate - $4,200.00

Not Eligible for Reduction

Case Number:	**15-00001119**
Address:	**1040 AZALEA LN**
Land Key Heading:	**PARCEL NUMBER:**
Land Key:	**24 36291 12 11**
Status:	**Fixed Lien**
Date Reported:	**12/10/2015**
Case Status:	**Fixed Lien**
Case Type:	**DEMOLITION**
Default Inspector Name:	**Joy Lombardi**

Fee	Charged	Paid	Due
Demolition	$10561.38	$0.00	**$10561.38**

Application # CE - _____ - _____

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Date:** October 10, 2018

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Harold Joseph Thomas, as attorney in fact for Gladys Thomas

Mailing Address: 1915 Stonehurst Road

City: Winter Park State: FL Zip Code: 32789

Phone #: _____ Fax #: _____

Mobile #: (407) 914-4306 E-mail: joe@tentlogix.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Gladys Thomas

Mailing Address: 158 Antigua Drive

City: Cocoa Beach State: FL Zip Code: 32931

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: **1040 Azalea Lane, Cocoa, FL 32922**

Parcel ID:

2 4-3 6-2 9-0 1-1 2-1 1.□-□□□□.□□

Tax Account Number:

2 4 2 1 7 6 6

Existing Use(s) on Property: **Vacant**

Proposed Use(s) on Property: **Vacant (residential)**

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? **N/A - Vacant Lot**

Nature of Violation(s): **Not known**

Date Fine or Lien Imposed: **Not known** Amount of Fine: **Not known** per day

Have the violation(s) on the subject property been corrected: (Yes) / No (Circle one)

Date upon which the subject property was brought into compliance: _____

5. **Please provide the following information:**

Code enforcement case number: **08-00000654; 09-0000235; 15-000001119**

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? **See attached Exhibit "A"**

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? **See attached Exhibit "A"**

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one) **See Exhibit "A"**

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one) **See Exhibit "A"**

The factual basis upon which the application for reduction of the lien should be granted:

See attached Exhibit "A"

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

See attached Exhibit "A"

Amount you are requesting that the lien be reduced to: **$0.00, if possible. Otherwise, all but fixed lien demolition amounts.**

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

See attached Exhibit "A"

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

1318 N. Fiske Blvd., Cocoa, FL 32922 - Storing junk or autos; roofs and drainage. (IN COMPLIANCE)

1333 Audubon Drive, Cocoa, FL 32922 - Maintenance issues; Home demolished. (IN COMPLIANCE)

1419 N. Fiske Blvd., Cocoa, FL 32922 - Maintenance of fence; failure to secure structure; protective treatment; maintenance of structure/grounds; accumulation of trash/debris. (IN COMPLIANCE)

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF **FLORIDA** COUNTY OF _____. I, **Harold Joseph Thomas** being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL T520 35057 3011

Giselle Nunez
(Print, Type, or Stamp Commissioned Name of Notary Public)

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10th day of October, 20 18

GISELLE NUNEZ
Notary Public - State of Florida
Commission # GG 038712
My Comm. Expires Oct 13, 2020
Bonded through National Notary Assn

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction/Forgiveness Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by community services director.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

EXHIBIT "A"

ATTACHMENT TO LIEN REDUCTION APPLICATION

Owner of Property: **Gladys Thomas**

This property is owned by Gladys Thomas, who is 94 years old. She has been diagnosed with dementia, and her affairs are now being managed by her son, Harold Joseph (Joe) Thomas, pursuant to power of attorney. (See the copy of the letter from Mrs. Thomas' attending physician, Gary Lehman, M.D. which is attached hereto. Also see the copy of the Durable Power of Attorney from Mrs. Thomas to her son which is attached hereto.)

On behalf of his mother, Joe Thomas has hired Victor M. Watson, Esq., of the law firm of Watson, Soileau, DeLeo & Burgett, P.A., to assist in matters concerning Gladys Thomas and her properties located in Cocoa, Florida.

As described in this attachment, Mrs. Thomas has had many problems over the past several years. Her dementia probably began many years ago, and has interfered with her ability to properly deal with her properties and other business and personal matters. She has also had to deal with other family health issues and tragedies.

It is helpful for the Board to understand that Mrs. Thomas and her husband, Harold Lee Thomas, owned property together for many years. Mr. Thomas had been in the Air Force for 34 years, and managed the couple's properties as part of his retirement plan.

While Mr. Thomas was dealing with their rental properties, Mrs. Thomas had a full plate of her own responsibilities. She worked full time at Barnett Bank in Cocoa, and was a well-known (and well-loved) member of the local community. She was also responsible for caring for the couple's other son, John David Thomas, who had been mentally handicapped since his birth. Through the efforts of Mrs. Thomas, John David was able to live at home almost all of his life.

For the many years that Mr. Thomas was managing the couple's properties, there were no code enforcement issues. Mr. Thomas, however, eventually became ill and less able to handle these responsibilities. He then died in 2003. After her husband's death, Mrs. Thomas then had to continue to be responsible for her son, John David,, and also to take over management of the family's properties in Cocoa, which she had not done before. By that time, she was almost 80 years old.

After Mr. Thomas' death, John David's health continued to deteriorate, and his care took more and more of Gladys' time and energy. In 2010, John David was involved in a car accident. After that, he had to have dialysis three times a week, and Mrs. Thomas accompanied him on those trips. In 2011, John David eventually died from his health problems.

All this time, Mrs. Thomas' own health was not good, She then had a stroke in October of 2013, and had another stroke in 2014.

In September of 2017, Mrs. Thomas fell and broke her hip. She has been living in an assisted living facility since then.

On December 19, 2017, Mrs. Thomas was diagnosed with dementia by her attending physician. At that time the Applicant, Joe Thomas, took over Mrs. Thomas affairs through the use of the Durable Power of Attorney she had granted him. After becoming more familiar with her business affairs, and with the benefit of hindsight, it appears to Joe Thomas that his mother's mental health had been declining for quite some time.

Since taking over his mother's affairs, Joe Thomas has done what he could to bring into compliance this property and Mrs. Thomas' other properties in Cocoa. Progress was made, but it was difficult to bring each and every violation into full compliance, especially because Joe Thomas lives in Orange County, and not Cocoa. He has tried his best, however, to be forthcoming and transparent with the code enforcement staff, and to do what has been necessary to meet the City's requirements.

By working with the Code Enforcement Department, and engaging the assistance of local counsel, Mr. Thomas has now been able to bring into compliance this property, and Mrs. Thomas' other Cocoa properties.

In addition to dealing with the Cocoa properties, Joe Thomas has been trying to sell a property in Rockledge which is owned by Mrs. Thomas. Funds from this transaction are desperately needed to pay for Mrs. Thomas continuing care. She has received notice that she must vacate the assisted living facility where she is currently located if her past due bills are not paid. (See the letter from the debt collection attorney hired by Westminster Winter Park Towers, a copy of which is attached.)

Additionally, substantial portions of the funds which would be realized from the sale of the Rockledge property will be used to repair and refurbish Mrs. Thomas' two Cocoa houses, in order that they can both be sold. This refurbishment and sale will be a major benefit to the neighborhood and the City of Cocoa, and, in the long run, will also provide further funds for Mrs. Thomas' care.

Because of the Cocoa code enforcement liens, however, a pending closing of Mrs. Thomas' Rockledge property fell through. This is causing a serious hardship due to the lack of funds for her care, as well as the lack of funds for further improvements to Mrs. Thomas two Cocoa properties. Nothing can be done with any of Mrs. Thomas' properties until the Cocoa liens are reduced.

Amount of Reduction Requested: The Applicant requests that the liens on violations at this address be reduced to $0.00, or to the lowest amount possible so that funds will be available for Mrs. Thomas' continuing care.

Property Owner at the Time Lien Was Imposed. Receipt of Notice of Violation. Receipt of Findings of Fact: Gladys Thomas was the owner of the property in question at the time of the violations. It is not known whether Gladys Thomas personally received either the Notice of Violation or the Findings of Fact, or the extent to which she was aware of what they meant. She was

not physically or mentally able to deal with the violations. The extent of her dementia at that time was not fully known. Joseph Thomas, her son, has tried to deal with her various properties as best and as diligently as he could after he began management of his mother's affairs in December of 2017.

Pertinent Information: This attachment, as a whole, provides the factual basis for which the application for reduction of lien should be granted.

Reasons Compliance was not Obtained Prior to the Order of Penalty or Fine Being Recorded: Due to Mrs. Thomas' mental incapacities, her being overburdened with attempting to care for her handicapped adult son, and due to her failing health as evidenced by her two strokes and her broken hip, Mrs. Thomas may not have realized the meaning of the notices being sent to her. She was not mentally, physically or emotionally able to deal properly with the violations.

Dr. Gary Lehman & Associates

WHERE CARING IS OUR SPECIALTY

December 19, 2017

REAGARDING: Gladys Thomas

DATE OF BIRTH: 11/14/1926

To Whom It May Concern:

I am the Attending Physician for Gladys Thomas who resides in the skilled nursing unit of Westminster Winter Park. Mrs. Thomas suffers from moderate dementia and does not have the mental capacity to make her own medical and/or financial decisions. Any assistance you could give this patient would be greatly appreciated.

Sincerely,

Gary G. Lehman, MD

2881 S. Bumby Avenue • Orlando, Florida 32806
Telephone: (407) 894-0005 • Fax: (407) 894-7759

DURABLE POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF ORANGE

KNOW ALL MEN BY THESE PRESENTS, that I, **GLADYS BURKETT THOMAS,** a legal resident of Brevard County, State of Florida, hereby make, constitute and appoint my beloved son, **HAROLD JOSEPH THOMAS,** as my true and lawful attorney in fact, to act in, manage and conduct all my estate and all my affairs, and for the purpose and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute and to concur with persons jointly interested with myself therein and the doing or executing of, all or any acts, deeds and things, including, but limited to, those more specifically set forth as follows:

To buy, receive, lease, accept, or otherwise acquire: to sell, convey, mortgage, hypothecate, pledge, quit-claim, or otherwise dispose of or encumber; to contract or agree for the acquisition, disposal or encumbrance of; any property whatsoever and wheresoever situated (be it real, personal, mixed tangible, or intangible) or any custody, possession, right or interest therein or pertaining thereto, upon such terms as my said attorney shall think proper; Initial GBT

FURTHER, to make, do and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, claims, demands, debts, taxes and obligations which are now, or hereafter may be due, owing, or payable by me or to me; Initial GBT

FURTHER, to make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, affidavits, assignments, mortgages, agreements, certificates, satisfactions, hypothecations, checks, notes, bonds, vouchers, receipts, releases and other instruments in writing of whatever kind or nature, as may be necessary, convenient or proper in the exercise of the powers herein contained or as may be fit or advised with respect to any and all property whatsoever and wheresoever situated (be it real, personal, mixed, tangible, or intangible); to make deposits or investments in, or withdrawals from, any account and/or safe deposit box in any bank, trust or investment institution, including postal savings depository offices, credit unions, savings, building and loan associations and similar institutions; and to exercise any right or option or privilege pertaining thereto and to open or establish accounts, holdings or interests of whatever kind or nature with any such institution; Initial GBT

FURTHER, to institute, prosecute, defend, compromise, arbitrate and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other similar proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained; Initial GBT

FURTHER, to borrow for me and on my behalf any sum or sums of money on such terms and with such security as may be fit, and for that purpose, to execute all promissory notes, bonds, mortgages, forms of security and other implements which may be necessary or proper; Initial GBT

FURTHER, to engage, employ and dismiss in my name, agents, counsel, custodians for securities, investment managers, employees, clerks and servants, and to appoint and remove at pleasure any substitute for, or agent in respect to, all or any of the matters or things herein mentioned, or in which I may have an interest; Initial GBT

FURTHER, to act as my attorney or proxy in respect to any stocks, stock powers, shares, bonds, investments, rights or interests I now have or may be in possession of hereafter; Initial GBT

FURTHER, to act as my attorney in fact or proxy with respect to any policy of insurance that I may own on my life, or of any other type, and in such capacity, to exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including the right to create or change beneficiaries, the right to change the method of payment of insurance proceeds and the right to make a cash surrender of the policy or policies as distinguished from a surrender of the policy for loan conversion or other such purposes as may be provided therein; Initial GBT

FURTHER, to execute federal, state, county, local and any other income, intangible, tangible, excise, sales, property, gift, generation-skipping transfer and/or other tax returns and to support and defend the information contained in such returns at all levels of administrative, civil and criminal proceedings; Initial GBT

FURTHER, to make gifts of property, be it personal or real, for income, gift and estate tax planning purposes to any persons and/or charitable organizations qualified under Section 501(c)(3) of the Internal Revenue Code, as my said attorney should decide; provide, however, that the amount of any gift made by my said attorney to herself in any calendar year shall not exceed the amount of the annual gift tax exclusion per donee then allowed to an individual by the Internal Revenue Code. It is my intent that any gift made by my attorney to herself shall be deemed to be exercised in conjunction with my desires and my powers for purposes of Section 2041(b)(1)(C) of the Internal Revenue Code; Initials GBT

FURTHER, to exercise the right to allocate any and all generation-skipping tax exemptions under any federal or state tax law on my behalf in connection with the making of gifts as provided for above and to elect gift splitting with respect to gifts made during any period when I am married; Initial GBT

FURTHER, to create, amend and revoke trusts and make transfers to trusts created by me or by my attorney in fact for purposes of avoiding probate of my estate and/or reducing or eliminating the potential estate and transfer tax liability of my estate; Initials

FURTHER, to waive the principal's right to be a beneficiary of a joint and survivor annuity; Initials

FURTHER, to create or change rights of survivorship; Initials

FURTHER, to exercise or disclaim any power of appointment that I may hold, either at present or at any time in the future; Initials

FURTHER, to disclaim any property, be it real or personal, that I may receive by way of gift, will, or operation of law; and Initial

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, matter and thing whatsoever, whether herein specifically mentioned and expressly granted or not, as fully and effectually to all intents and purposes as I might or could do myself if I were present. Initial

This power of attorney shall apply to any and all real property and personal property which I may now own or have an interest in and any real property and personal property which I may own or have an interest in after the date hereof. Initial

IT IS MY INTENT in executing this instrument that the power conferred on my said attorney shall be exercisable commencing with the date hereof, notwithstanding any later disability or incapacity that I may suffer, so that this durable power of attorney is not affected by subsequent incapacity of the principal except as provided in section 709.08, Florida Statutes. Initial

Any third party to whom this power of attorney is presented may rely upon an affidavit by my attorney in fact stating that, to the best of my attorney in fact's knowledge and belief, this power has not been revoked and that I am then living. No third party relying on this power and that affidavit shall be liable for any losses, damages, or claims caused by compliance with the action requested by my attorney in fact unless that third party has actual knowledge of my death or the revocation of this power. Initial

[Remainder of this page intentionally left blank – Signature Page to Follow]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5 day of Dec, 2012.

Signed, sealed, and delivered in the presence of:

Gladys B. Thomas
GLADYS BURKETT THOMAS

Anna Spencer
Printed name of Witness

Mary Wheeler
Printed name of Witness

The foregoing Durable Power of Attorney has been sworn to and subscribed before me this 5 day of December 2012, by **GLADYS BURKETT THOMAS** and witnesses Anna Spencer, Mary Wheeler.

Notary Public State of Florida
Rosalie Tarr
My Commission EE149630
Expires 11/29/2015

Rosalie Tarr
Notary Public
My Commission expires: 11/29/2015
Serial No. EE149630

Personally Known _____ OR Produced Identification FL. D.L.

Type of Identification Produced: ending in 914-0

SHAWN HARRISON
ASSOCIATES, PLLC.

September 28, 2018

Gladys Thomas
1111 South Lakemont Ave
Winter Park, FL 32792

CREDITOR:	Winter Park Towers
AMOUNT DUE:	$56,317.68
FILE NO.:	268512

Dear Gladys Thomas:

This law firm has been retained by Winter Park Towers in connection with the above-reference account. Demand is hereby made for payment in full of the amount due. Your payment should be sent to: Dora Kurtz, Winter Park Towers, 1111 S. Lakemont Ave., Winter Park, FL 32792, 407-647-4083.

Unless you, within thirty (30) days after receipt of this letter, dispute the validity of the aforesaid debt, or any portion thereof, we will assume that the debt is valid. If you notify us in writing within the 30-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and mail a copy of such verification or judgment to you. Upon your written request within the said 30-day period, we will provide you with the name of the original creditor, if different from the current creditor.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. Furthermore, this firm is currently acting solely in its capacity as a debt collector.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

Shawn Harrison Associates, PLLC.

5331 Primrose Lake Circle, Suite 100 • Tampa, FL 33647
Phone: (813) 337-6683 Fax: (813) 444-9543
www.ShawnHarrisonAssociates.com

NURSING HOME TRANSFER AND DISCHARGE NOTICE

Refer to section 400.0255, Florida Statutes. This form is required for those transfers or discharges initiated by the nursing home facility, and not by the resident or by the resident's physician or legal guardian or representative.

Resident Information

Name: Gladys Thomas

Medicaid ID # (if applicable): N/A

Resident Representative (if applicable)

Name: Joe Thomas

Address: 1915 Stonehurst Rd. Winter Park, FL 32789

Phone: (407) 914-4306

Nursing Home Information

Name: Westminster Winter Park

Address: 1111 S. Lakemont Ave. Winter Park, FL 32792

Phone: (407) 647-4083

Facility contact person: Ben Anderson NHA

Contact phone: (407) 647-4083

Date Notice is given: 9/28/18

Effective Date: 10/28/18

The effective date must be at least 30 days from date notice is given unless an exception applies. The resident may choose to move earlier than effective date.

Location to which resident is transferred or discharged (required):

Name: Dais Home

Address: 1915 Stonehurst Rd. Winter Park, FL. 32789

Phone: (407) 914-4306

Reason for Discharge or Transfer:

- [x] Your bill for services at this facility has not been paid after reasonable and appropriate notice to pay.
- [ ] This facility is closing.

The following reasons require either this form be signed by a physician or a physician's written order for discharge or transfer be attached. The signing physician may be the resident's attending or treating physician, the facility medical director, or a nurse practitioner or physician's assistant as a physician designee:

- [ ] Your needs cannot be met in this facility.
- [ ] Your health has improved sufficiently so that you no longer need the services provided by this facility.
- [ ] The health of other individuals in this facility is endangered.
- [ ] The safety of other individuals in this facility is endangered.

Brief explanation to support this action, (attach additional documentation if necessary):

Section 59A-4.106(1), Florida Administrative Code
Form available at: http://ahca.myflorida.com

REQUESTING ASSISTANCE
If requested, facility staff must provide assistance necessary to contact the organizations below or request an appeal of this decision if you disagree with the discharge or transfer. Please see nursing home contact person's name and phone number on the front of this form.

LOCAL LONG-TERM CARE OMBUDSMAN
You have the right to request review of this notice by the Local Long-Term Care Ombudsman Program. They are available to assist you with any questions about this notice or the appeal process (see below). If you wish to request a review of this notice or request assistance from the Local Long-Term Care Ombudsman, call the Ombudsman Office toll-free at **(888) 831-0404**. You may also make your request in writing by completing the attached form and sending it to the local Ombudsman address, also attached.

REQUESTING AN APPEAL OF THIS DECISION
You have the right to appeal if you disagree with this decision. You have up to 90 days upon receipt of this notice to request a fair hearing. If you request a fair hearing within 10 days after receiving this notice, you will not be transferred or discharged until the hearing decision has been made, unless your circumstances requires an emergency transfer or discharge. If you do not request a fair hearing within 10 days after receiving this notice, you will be transferred or discharged at the end of the 30-day notice period.

If you wish to appeal this notice and request a hearing, you may call the appeals office or complete the attached form and mail to:

Department of Children and Families
Office of Appeal Hearings
1317 Winewood Boulevard, Building 5
Tallahassee, FL 32399-0700
(850) 488-1429 Fax: (850) 487-0662

Notice presented by:

Ben Anderson		9-28-18
Nursing Home Administrator/Designee Name	Signature	Date
Physician/Designee Name (when required)	Signature	Date

Notice received by:

Harold Joseph Thomas		9/28/18
Resident or Representative Name	Signature	Date

Notice given to: Resident, Legal Guardian or Representative _____ (date)
Local Long Term Care Ombudsman Council _____ (date)
Resident Clinical Record _____ (date)

Attachments: Request for Ombudsman Review
Request for Fair Hearing

Section 59A-4.106(1), Florida Administrative Code
Form available at: http://ahca.myflorida.com

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
October 18, 2018

LIEN REDUCTION REQUEST FOR
1040 Azalea Ln

CASE# 1. CE-08-654 & 2. CE-09-235

1. The Code Enforcement Board held a public hearing on **October 16, 2008**, at which time the Board found the owner, **Dennis** & **Gladys Thomas**, in violation.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$100.00** per day from **October 30, 208** until compliance was achieved and documented on **December 10, 2015.** The lien is **$259,700.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **2597 days** and the total amount of the lien is **259,700.00.**

2. The Code Enforcement Board held a public hearing on **May 21, 2009**, at which time the Board found the owner, **Gladys Thomas**, in violation.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$200.00** per day from **June 21, 2009** until compliance was achieved and documented on **December 10, 2015.** The lien is **$472,600.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **2363 days** and the total amount of the lien is **472,600.00.**
- The current market value of the subject property? The current market value is **$93,720.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the 2 liens be combined and reduced to **$73,230.00**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2421766
Owners	Mohan, Sieulana
Mailing Address	148 Lee Rd West Melbourne FL 32904
Site Address	1040 Azalea Ln Cocoa FL 32922
Parcel ID	24-36-29-01-12-11
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.22
Subdivision	Pineridge Subd
Site Code	0311 - Fiske
Plat Book/Page	0011/0100
Land Description	Pineridge Subd Lot 11 Blk 12



VALUE SUMMARY

Category	2018	2017	2016
Market Value	$93,720	$74,800	$70,630
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$79,860	$72,600	$66,000
Assessed Value School	$93,720	$74,800	$70,630
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$79,860	$72,600	$66,000
Taxable Value School	$93,720	$74,800	$70,630

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
07/27/2018	$35,300	XD	Improved	8226/1390
03/12/2014	--	DC	Improved	8069/1429
08/20/1999	--	QC	Improved	4055/3473
04/01/1999	$36,500	02	Improved	3999/0471
10/01/1998	--	CT	Improved	3914/3724
07/25/1984	--	QC	--	2514/2892
06/30/1984	$64,900	WD	--	2514/2893
12/01/1971	$17,000	--	--	1213/0106

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Painted Exterior , Plywd/T111	Year Built	1957
Frame:	Masnryconc , Wood Frame	Story Height	8
Roof:	Bu-Tg/Mmbrn	Floors	2
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	1,853	No Data Found
Base Area (2nd)	650	

Carport	204
Enclosed Por	382
Open Porch	35
Screen Porch	260
Utility Room	180
Total Base Area	2,503
Total Sub Area	3,564

Legislation Details (With Text)

File #:	18-542	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/30/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve the current Code Enforcement lien for the property located at 1409 N. Fiske Blvd be reduced from $378,350.00 to $4,200.00, subject to the applicant complying with the standard thirty-day payment condition and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $310.00 plus any applicable lien interest. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Request.pdf Staff Report for CEB-LR-1409 N Fiske Blvd.pdf 1409 N. Fiske Blvd				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2018
Agenda Date: November 28, 2018
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the current Code Enforcement lien for the property located at 1409 N. Fiske Blvd be reduced from $378,350.00 to $4,200.00, subject to the applicant complying with the standard thirty-day payment condition and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $310.00 plus any applicable lien interest.

BACKGROUND:

CASE# 1. CE-09-618

The Code Enforcement Board held a public hearing on **April 15, 2010**, at which time the Board found the owner, **Gladys Thomas**, in violation of the following:

Ch.6 Sec. 6-900(b)(4)a Maintenance to a structure
Ch.6 Sec. 6-900(b)(4)a Maintenance to a structure
Ch.6 Sec. 6-900(b)(4)a Accessory Structures
Ch. 6 Sec 6-1001(d) - High Grass and Weeds

Ch. 6 Sec. 6-1003(b) - Protective Treatment
Ch. 6 Sec. 6-1003(c) - House Numbers
Ch. 6 Sec. 6-900(b)(1) a-d - Accumulation of Junk and Trash
Ch.6 Art. I Sec. 6-105(a) - Unpermitted Work

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$100.00** per day from **April 16, 2010** until compliance was achieved and documented on **October 12, 2018.** The current lien is **$252,100.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **2,521 days** and the total amount of the lien is **252,100.00.**
- The current market value of the subject property? The current market value is **$65,890.00** according the Brevard County Property Appraiser

2. CE-16-820

The Code Enforcement Board held a public hearing on **June 15, 2017**, at which time the Board found the owner, **Gladys Thomas**, in violation of the following:

App. A Art. XIII Sec. 5(g) 1-6 - Visual Screening

Ch. 6 Sec 6-900(b)(7)- Doors & Windows

Ch. 6 Sec. 6-900 (b)(4) a-c - Maintenance to a Structure

Ch. 6 Sec. 6-900 (b)(4) a-c - Accessory Structures

Ch. 6 Sec. 6-900(b)(15) - Trailers

Ch. 6 Sec. 6-900(b)(1) a-d - Accumulation of Junk and Trash

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$250.00** per day from **May 2, 2017** until compliance was achieved and documented on **September 19, 2018.** The Current lien is **$126,250.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**

- Whether the owner made attempts to correct the violation(s); **Yes**

- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **505 days** and the total amount of the lien is **126,250.00.**

- The current market value of the subject property? The current market value is **$65,890.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the 2 liens be combined for a total Current lien amount of **$378,350.00** and reduced to **$37,835.00** which is a 90% reduction of the current lien. There are also another **$310.00** in hard liens for administrative and abatement fees that cannot be reduced and which will need to be paid with the reduced payoff amount for the regular code enforcement lien.
As a matter of public policy, the City staff does not support the City Council reducing a regular code enforcement lien until such time all other applicable fixed/assessment code enforcement liens recorded against the property are paid in full to reimburse the City for previously incurred hard costs associated with work performed on the property by the City to remedy code enforcement violations.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

The Code Enforcement Board, at its regular meeting on October 18, 2018, recommended that the lien be reduced to $3,000.00. With all due respect and appreciation of the service of the members of the Board, staff firmly believes, in light of the numerous violations and multiple instances of violation on this and other properties owned by the property owner, that the lien being reduced to $4,200.00. City Council should note the amount of time the property was in noncompliance (2,521 and 505 days respectively) and consider the conditions and nuisance the neighbors were subjected to due to the length of time the property was in non-compliance for multiple violations on separate occasions.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on October 18, 2018, recommended that the lien be reduced to $3,000.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement lien for the property located at 1409 N. Fiske Blvd be

reduced from $378,350.00 to $4,200.00, subject to the applicant complying with the standard thirty-day payment condition and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $310.00 plus any applicable lien interest.

1409 N Fiske Blvd. Eligible Code Board Fines for this Request

Case Number:	**09-00000618**
Address:	**1409 N FISKE BLVD**
Land Key Heading:	**PARCEL NUMBER:**
Land Key:	**24 3620BV 121**
Status:	**Fixed Lien**
Date Reported:	**08/11/2009**
Case Status:	**Fixed Lien**
Case Type:	**Exterior Structure**
Default Inspector Name:	**Buell, Chad**

Fee	Charged	Paid	Due
The following fees are not elligible for online payment.			
Code Board Fine to Lien	$252100.00	$0.00	**$252100.00**

Case Number:	**16-00000820**
Address:	**1409 N FISKE BLVD**
Land Key Heading:	**PARCEL NUMBER:**
Land Key:	**24 3620BV 121**
Status:	**Running Lien**
Date Reported:	**12/20/2016**
Case Status:	**Running Lien**
Case Type:	**Exterior Structure**
Default Inspector Name:	**Mike Mack**

Fee	Charged	Paid	Due
The following fees are not elligible for online payment.			
Code Board Fine to Lien	$126250.00	$0.00	**$126250.00**

Total of Eligible Lien - $378,350 – 90% Reduction= $37,835.00

Staff Cost Best Estimate - $4,200.00

Not Eligible for Reduction

Case Number:	**16-00000671**
Address:	**1409 N FISKE BLVD**
Land Key Heading:	**PARCEL NUMBER:**
Land Key:	**24 3620BV 121**
Status:	**Fixed Lien**
Date Reported:	**10/04/2016**
Case Status:	**Fixed Lien**
Case Type:	**WEEDS**
Default Inspector Name:	**Mike Mack**

Fee	Charged	Paid	Due	
Administration Fee	$110.00	$0.00	$110.00	
Abatement Fee	$200.00	$0.00	$200.00	

Application # CE - _____ - _____

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

Please TYPE or PRINT this application neatly.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

1. **Date:** October 10, 2018

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Harold Joseph Thomas, as attorney in fact for Gladys Thomas

Mailing Address: 1915 Stonehurst Road

City: Winter Park State: FL Zip Code: 32789

Phone #: _____ Fax #: _____

Mobile #: (407) 914-4306 E-mail: joe@tentlogix.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Gladys Thomas

Mailing Address: 158 Antigua Drive

City: Cocoa Beach State: FL Zip Code: 32931

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: **1409 N. Fiske Blvd., Cocoa, FL 32922**

Parcel ID:

2	4	-	3	6	-	2	0	-	B	V	-	*	-	1	2	1	.		-					.		

Tax Account Number:

2	4	1	5	8	4	5

Existing Use(s) on Property: **Residential (vacant)**

Proposed Use(s) on Property: **Residential (refurbished and sold)**

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? **currently empty**

Nature of Violation(s): **Premises identification; Maintenance to structure (chain link fence and screen room); Failure to secure; Accumulation of trash/debris**

Date Fine or Lien Imposed: **May 1, 2017*** Amount of Fine: **$250.00** per day

***THERE MAY BE OTHER POSSIBLE DATES** ***THERE MAY BE OTHER FINES**

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: **October 1, 2018 (or earlier)**

5. **Please provide the following information:**

Code enforcement case number: **09-00000618; 16-00000820; 16-00000671**

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? **See attached Exhibit "A"**

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? **See attached Exhibit "A"**

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one) **See Exhibit "A"**

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one) **See Exhibit "A"**

The factual basis upon which the application for reduction of the lien should be granted:

See attached Exhibit "A"

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

See attached Exhibit "A"

Amount you are requesting that the lien be reduced to: To $0.00, if possible. Otherwise, reduce all but the $300.00 abatement charges.

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

See attached Exhibit "A"

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

1318 N. Fiske Blvd., Cocoa, FL 32922 - Storing junk or autos; roofs and drainage. (IN COMPLIANCE)

1333 Audubon Drive, Cocoa, FL 32922 - Maintenance issues; Home demolished. (IN COMPLIANCE)

1040 Azalea Drive, Cocoa, FL 32922 - Home demolished. (IN COMPLIANCE)

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF **FLORIDA** COUNTY OF _____. I, **Harold Joseph Thomas** being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

☒ I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Gisselle Nunez
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10th day of October, 20 18

GISELLE NUNEZ
Notary Public - State of Florida
Commission # GG 038712
My Comm. Expires Oct 13, 2020
Bonded through National Notary Assn

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction/Forgiveness Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by community services director.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

EXHIBIT "A"

ATTACHMENT TO LIEN REDUCTION APPLICATION

Owner of Property: **Gladys Thomas**

This property is owned by Gladys Thomas, who is 94 years old. She has been diagnosed with dementia, and her affairs are now being managed by her son, Harold Joseph (Joe) Thomas, pursuant to power of attorney. (See the copy of the letter from Mrs. Thomas' attending physician, Gary Lehman, M.D. which is attached hereto. Also see the copy of the Durable Power of Attorney from Mrs. Thomas to her son which is attached hereto.)

On behalf of his mother, Joe Thomas has hired Victor M. Watson, Esq., of the law firm of Watson, Soileau, DeLeo & Burgett, P.A., to assist in matters concerning Gladys Thomas and her properties located in Cocoa, Florida.

As described in this attachment, Mrs. Thomas has had many problems over the past several years. Her dementia probably began many years ago, and has interfered with her ability to properly deal with her properties and other business and personal matters. She has also had to deal with other family health issues and tragedies.

It is helpful for the Board to understand that Mrs. Thomas and her husband, Harold Lee Thomas, owned property together for many years. Mr. Thomas had been in the Air Force for 34 years, and managed the couple's properties as part of his retirement plan.

While Mr. Thomas was dealing with their rental properties, Mrs. Thomas had a full plate of her own responsibilities. She worked full time at Barnett Bank in Cocoa, and was a well-known (and well-loved) member of the local community. She was also responsible for caring for the couple's other son, John David Thomas, who had been mentally handicapped since his birth. Through the efforts of Mrs. Thomas, John David was able to live at home almost all of his life.

For the many years that Mr. Thomas was managing the couple's properties, there were no code enforcement issues. Mr. Thomas, however, eventually became ill and less able to handle these responsibilities. He then died in 2003. After her husband's death, Mrs. Thomas then had to continue to be responsible for her son, John David,, and also to take over management of the family's properties in Cocoa, which she had not done before. By that time, she was almost 80 years old.

After Mr. Thomas' death, John David's health continued to deteriorate, and his care took more and more of Gladys' time and energy. In 2010, John David was involved in a car accident. After that, he had to have dialysis three times a week, and Mrs. Thomas accompanied him on those trips. In 2011, John David eventually died from his health problems.

All this time, Mrs. Thomas' own health was not good, She then had a stroke in October of 2013, and had another stroke in 2014.

In September of 2017, Mrs. Thomas fell and broke her hip. She has been living in an assisted living facility since then.

On December 19, 2017, Mrs. Thomas was diagnosed with dementia by her attending physician. At that time the Applicant, Joe Thomas, took over Mrs. Thomas affairs through the use of the Durable Power of Attorney she had granted him. After becoming more familiar with her business affairs, and with the benefit of hindsight, it appears to Joe Thomas that his mother's mental health had been declining for quite some time.

Since taking over his mother's affairs, Joe Thomas has done what he could to bring into compliance this property and Mrs. Thomas' other properties in Cocoa. Progress was made, but it was difficult to bring each and every violation into full compliance, especially because Joe Thomas lives in Orange County, and not Cocoa. He has tried his best, however, to be forthcoming and transparent with the code enforcement staff, and to do what has been necessary to meet the City's requirements.

By working with the Code Enforcement Department, and engaging the assistance of local counsel, Mr. Thomas has now been able to bring into compliance this property, and Mrs. Thomas' other Cocoa properties.

In addition to dealing with the Cocoa properties, Joe Thomas has been trying to sell a property in Rockledge which is owned by Mrs. Thomas. Funds from this transaction are desperately needed to pay for Mrs. Thomas continuing care. She has received notice that she must vacate the assisted living facility where she is currently located if her past due bills are not paid. (See the letter from the debt collection attorney hired by Westminster Winter Park Towers, a copy of which is attached.)

Additionally, substantial portions of the funds which would be realized from the sale of the Rockledge property will be used to repair and refurbish Mrs. Thomas' two Cocoa houses, in order that they can both be sold. This refurbishment and sale will be a major benefit to the neighborhood and the City of Cocoa, and, in the long run, will also provide further funds for Mrs. Thomas' care.

Because of the Cocoa code enforcement liens, however, a pending closing of Mrs. Thomas' Rockledge property fell through. This is causing a serious hardship due to the lack of funds for her care, as well as the lack of funds for further improvements to Mrs. Thomas two Cocoa properties. Nothing can be done with any of Mrs. Thomas' properties until the Cocoa liens are reduced.

Amount of Reduction Requested: The Applicant requests that the liens on violations at this address be reduced to $0.00, or to the lowest amount possible so that funds will be available for Mrs. Thomas' continuing care.

Property Owner at the Time Lien Was Imposed. Receipt of Notice of Violation. Receipt of Findings of Fact: Gladys Thomas was the owner of the property in question at the time of the violations. It is not known whether Gladys Thomas personally received either the Notice of Violation or the Findings of Fact, or the extent to which she was aware of what they meant. She was

not physically or mentally able to deal with the violations. The extent of her dementia at that time was not fully known. Joseph Thomas, her son, has tried to deal with her various properties as best and as diligently as he could after he began management of his mother's affairs in December of 2017.

Pertinent Information: This attachment, as a whole, provides the factual basis for which the application for reduction of lien should be granted.

Reasons Compliance was not Obtained Prior to the Order of Penalty or Fine Being Recorded: Due to Mrs. Thomas' mental incapacities, her being overburdened with attempting to care for her handicapped adult son, and due to her failing health as evidenced by her two strokes and her broken hip, Mrs. Thomas may not have realized the meaning of the notices being sent to her. She was not mentally, physically or emotionally able to deal properly with the violations.

Dr. Gary Lehman & Associates

WHERE CARING IS OUR SPECIALTY

December 19, 2017

REAGARDING: Gladys Thomas

DATE OF BIRTH: 11/14/1926

To Whom It May Concern:

I am the Attending Physician for Gladys Thomas who resides in the skilled nursing unit of Westminster Winter Park. Mrs. Thomas suffers from moderate dementia and does not have the mental capacity to make her own medical and/or financial decisions. Any assistance you could give this patient would be greatly appreciated.

Sincerely,

Gary G. Lehman, MD

2881 S. Bumby Avenue • Orlando, Florida 32806
Telephone: (407) 894-0005 • Fax: (407) 894-7759

DURABLE POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF ORANGE

KNOW ALL MEN BY THESE PRESENTS, that I, **GLADYS BURKETT THOMAS,** a legal resident of Brevard County, State of Florida, hereby make, constitute and appoint my beloved son, **HAROLD JOSEPH THOMAS,** as my true and lawful attorney in fact, to act in, manage and conduct all my estate and all my affairs, and for the purpose and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute and to concur with persons jointly interested with myself therein and the doing or executing of, all or any acts, deeds and things, including, but limited to, those more specifically set forth as follows:

To buy, receive, lease, accept, or otherwise acquire: to sell, convey, mortgage, hypothecate, pledge, quit-claim, or otherwise dispose of or encumber; to contract or agree for the acquisition, disposal or encumbrance of; any property whatsoever and wheresoever situated (be it real, personal, mixed tangible, or intangible) or any custody, possession, right or interest therein or pertaining thereto, upon such terms as my said attorney shall think proper; Initial GBT

FURTHER, to make, do and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, claims, demands, debts, taxes and obligations which are now, or hereafter may be due, owing, or payable by me or to me; Initial GBT

FURTHER, to make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, affidavits, assignments, mortgages, agreements, certificates, satisfactions, hypothecations, checks, notes, bonds, vouchers, receipts, releases and other instruments in writing of whatever kind or nature, as may be necessary, convenient or proper in the exercise of the powers herein contained or as may be fit or advised with respect to any and all property whatsoever and wheresoever situated (be it real, personal, mixed, tangible, or intangible); to make deposits or investments in, or withdrawals from, any account and/or safe deposit box in any bank, trust or investment institution, including postal savings depository offices, credit unions, savings, building and loan associations and similar institutions; and to exercise any right or option or privilege pertaining thereto and to open or establish accounts, holdings or interests of whatever kind or nature with any such institution; Initial GBT

FURTHER, to institute, prosecute, defend, compromise, arbitrate and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other similar proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained; Initial GBT

FURTHER, to borrow for me and on my behalf any sum or sums of money on such terms and with such security as may be fit, and for that purpose, to execute all promissory notes, bonds, mortgages, forms of security and other implements which may be necessary or proper; Initial GBT

FURTHER, to engage, employ and dismiss in my name, agents, counsel, custodians for securities, investment managers, employees, clerks and servants, and to appoint and remove at pleasure any substitute for, or agent in respect to, all or any of the matters or things herein mentioned, or in which I may have an interest; Initial GBT

FURTHER, to act as my attorney or proxy in respect to any stocks, stock powers, shares, bonds, investments, rights or interests I now have or may be in possession of hereafter; Initial GBT

FURTHER, to act as my attorney in fact or proxy with respect to any policy of insurance that I may own on my life, or of any other type, and in such capacity, to exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including the right to create or change beneficiaries, the right to change the method of payment of insurance proceeds and the right to make a cash surrender of the policy or policies as distinguished from a surrender of the policy for loan conversion or other such purposes as may be provided therein; Initial GBT

FURTHER, to execute federal, state, county, local and any other income, intangible, tangible, excise, sales, property, gift, generation-skipping transfer and/or other tax returns and to support and defend the information contained in such returns at all levels of administrative, civil and criminal proceedings; Initial GBT

FURTHER, to make gifts of property, be it personal or real, for income, gift and estate tax planning purposes to any persons and/or charitable organizations qualified under Section 501(c)(3) of the Internal Revenue Code, as my said attorney should decide; provide, however, that the amount of any gift made by my said attorney to herself in any calendar year shall not exceed the amount of the annual gift tax exclusion per donee then allowed to an individual by the Internal Revenue Code. It is my intent that any gift made by my attorney to herself shall be deemed to be exercised in conjunction with my desires and my powers for purposes of Section 2041(b)(1)(C) of the Internal Revenue Code; Initials GBT

FURTHER, to exercise the right to allocate any and all generation-skipping tax exemptions under any federal or state tax law on my behalf in connection with the making of gifts as provided for above and to elect gift splitting with respect to gifts made during any period when I am married; Initial GBT

FURTHER, to create, amend and revoke trusts and make transfers to trusts created by me or by my attorney in fact for purposes of avoiding probate of my estate and/or reducing or eliminating the potential estate and transfer tax liability of my estate;
Initials

FURTHER, to waive the principal's right to be a beneficiary of a joint and survivor annuity; Initials

FURTHER, to create or change rights of survivorship; Initials

FURTHER, to exercise or disclaim any power of appointment that I may hold, either at present or at any time in the future; Initials

FURTHER, to disclaim any property, be it real or personal, that I may receive by way of gift, will, or operation of law; and Initial

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, matter and thing whatsoever, whether herein specifically mentioned and expressly granted or not, as fully and effectually to all intents and purposes as I might or could do myself if I were present. Initial

This power of attorney shall apply to any and all real property and personal property which I may now own or have an interest in and any real property and personal property which I may own or have an interest in after the date hereof. Initial

IT IS MY INTENT in executing this instrument that the power conferred on my said attorney shall be exercisable commencing with the date hereof, notwithstanding any later disability or incapacity that I may suffer, so that this durable power of attorney is not affected by subsequent incapacity of the principal except as provided in section 709.08, Florida Statutes. Initial

Any third party to whom this power of attorney is presented may rely upon an affidavit by my attorney in fact stating that, to the best of my attorney in fact's knowledge and belief, this power has not been revoked and that I am then living. No third party relying on this power and that affidavit shall be liable for any losses, damages, or claims caused by compliance with the action requested by my attorney in fact unless that third party has actual knowledge of my death or the revocation of this power.
Initial

[Remainder of this page intentionally left blank – Signature Page to Follow]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5 day of Dec, 2012.

Signed, sealed, and delivered in the presence of:

GLADYS BURKETT THOMAS

Anna Spencer
Printed name of Witness

Mary Wheeler
Printed name of Witness

The foregoing Durable Power of Attorney has been sworn to and subscribed before me this 5 day of December 2012, by **GLADYS BURKETT THOMAS** and witnesses Anna Spencer, Mary Wheeler.

Notary Public State of Florida
Rosalie Tarr
My Commission EE149630
Expires 11/29/2015

Notary Public
My Commission expires: 11/29/2015
Serial No. EE149630

Personally Known _____ OR Produced Identification FL. D.L.

Type of Identification Produced: ending in 914-0

SHAWN HARRISON
ASSOCIATES, PLLC.

September 28, 2018

Gladys Thomas
1111 South Lakemont Ave
Winter Park, FL 32792

CREDITOR:	Winter Park Towers
AMOUNT DUE:	$56,317.68
FILE NO.:	268512

Dear Gladys Thomas:

This law firm has been retained by Winter Park Towers in connection with the above-reference account. Demand is hereby made for payment in full of the amount due. Your payment should be sent to: Dora Kurtz, Winter Park Towers, 1111 S. Lakemont Ave., Winter Park, FL 32792, 407-647-4083.

Unless you, within thirty (30) days after receipt of this letter, dispute the validity of the aforesaid debt, or any portion thereof, we will assume that the debt is valid. If you notify us in writing within the 30-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and mail a copy of such verification or judgment to you. Upon your written request within the said 30-day period, we will provide you with the name of the original creditor, if different from the current creditor.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. Furthermore, this firm is currently acting solely in its capacity as a debt collector.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

Shawn Harrison Associates, PLLC.

5331 Primrose Lake Circle, Suite 100 • Tampa, FL 33647
Phone: (813) 337-6683 Fax: (813) 444-9543
www.ShawnHarrisonAssociates.com

NURSING HOME TRANSFER AND DISCHARGE NOTICE

Refer to section 400.0255, Florida Statutes. This form is required for those transfers or discharges initiated by the nursing home facility, and not by the resident or by the resident's physician or legal guardian or representative.

Resident Information

Name: Gladys Thomas

Medicaid ID # (if applicable): N/A

Resident Representative (if applicable)

Name: Joe Thomas

Address: 1915 Stonehurst Rd. Winter Park, FL 32789

Phone: (407) 914-4306

Nursing Home Information

Name: Westminster Winter Park

Address: 1111 S. Lakemont Ave. Winter Park, FL. 32792

Phone: (407) 647-4083

Facility contact person: Ben Anderson NHA

Contact phone: (407) 647-4083

Date Notice is given: 9/28/18

Effective Date: 10/28/18

The effective date must be at least 30 days from date notice is given unless an exception applies. The resident may choose to move earlier than effective date.

Location to which resident is transferred or discharged (required):

Name: Joe's home

Address: 1915 Stonehurst Rd. Winter Park, FL. 32789

Phone: (407) 914-4306

Reason for Discharge or Transfer:

- [x] Your bill for services at this facility has not been paid after reasonable and appropriate notice to pay.
- [ ] This facility is closing.

The following reasons require either this form be signed by a physician or a physician's written order for discharge or transfer be attached. The signing physician may be the resident's attending or treating physician, the facility medical director, or a nurse practitioner or physician's assistant as a physician designee:

- [ ] Your needs cannot be met in this facility.
- [ ] Your health has improved sufficiently so that you no longer need the services provided by this facility.
- [ ] The health of other individuals in this facility is endangered.
- [ ] The safety of other individuals in this facility is endangered.

Brief explanation to support this action, (attach additional documentation if necessary):

Section 59A-4.106(1), Florida Administrative Code
Form available at: http://ahca.myflorida.com

REQUESTING ASSISTANCE
If requested, facility staff must provide assistance necessary to contact the organizations below or request an appeal of this decision if you disagree with the discharge or transfer. Please see nursing home contact person's name and phone number on the front of this form.

LOCAL LONG-TERM CARE OMBUDSMAN
You have the right to request review of this notice by the Local Long-Term Care Ombudsman Program. They are available to assist you with any questions about this notice or the appeal process (see below). If you wish to request a review of this notice or request assistance from the Local Long-Term Care Ombudsman, call the Ombudsman Office toll-free at (888) 831-0404. You may also make your request in writing by completing the attached form and sending it to the local Ombudsman address, also attached.

REQUESTING AN APPEAL OF THIS DECISION
You have the right to appeal if you disagree with this decision. You have up to 90 days upon receipt of this notice to request a fair hearing. If you request a fair hearing within 10 days after receiving this notice, you will not be transferred or discharged until the hearing decision has been made, unless your circumstances requires an emergency transfer or discharge. If you do not request a fair hearing within 10 days after receiving this notice, you will be transferred or discharged at the end of the 30-day notice period.

If you wish to appeal this notice and request a hearing, you may call the appeals office or complete the attached form and mail to:

Department of Children and Families
Office of Appeal Hearings
1317 Winewood Boulevard, Building 5
Tallahassee, FL 32399-0700
(850) 488-1429 Fax: (850) 487-0662

Notice presented by:

Ben Anderson		9-28-18
Nursing Home Administrator/Designee Name	Signature	Date
Physician/Designee Name (when required)	Signature	Date

Notice received by:

Harold Joseph Thomas		9/28/18
Resident or Representative Name	Signature	Date

Notice given to: Resident, Legal Guardian or Representative _____ (date)
Local Long Term Care Ombudsman Council _____ (date)
Resident Clinical Record _____ (date)

Attachments: Request for Ombudsman Review
Request for Fair Hearing

Section 59A-4.106(1), Florida Administrative Code
Form available at: http://ahca.myflorida.com

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
October 18, 2018

LIEN REDUCTION REQUEST FOR
1409 N. Fiske Blvd.

CASE# 1. CE-09-618 & 2. CE-16-820

1. The Code Enforcement Board held a public hearing on **April 15, 2010**, at which time the Board found the owner, **Gladys Thomas**, in violation.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$100.00** per day from **April 16, 2010** until compliance was achieved and documented on **October 12, 2018.** The lien is **$252,100.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **2521 days** and the total amount of the lien is **252,100.00.**

2. The Code Enforcement Board held a public hearing on **June 15, 2017**, at which time the Board found the owner, **Gladys Thomas**, in violation.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$250.00** per day from **May 2, 2017** until compliance was achieved and documented on **September 19, 2018.** The lien is **$126,250.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **505 days** and the total amount of the lien is **126,250.00.**
- The current market value of the subject property? The current market value is **$65,890.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the 2 liens be combined and reduced to **$37,835.00**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2415845
Owners	Thomas, Gladys B
Mailing Address	158 Antigua Dr Cocoa Bch FL 32931
Site Address	1409 N Fiske Blvd Cocoa FL 32922
Parcel ID	24-36-20-BV-*-121
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.21
Subdivision	Cocoa Hills Subd
Site Code	0142 - Nbhd Lake/Reten Frtg
Plat Book/Page	0011/0038
Land Description	Cocoa Hills Subd Lot 121



VALUE SUMMARY

Category	2018	2017	2016
Market Value	$65,890	$51,590	$51,870
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$56,740	$51,590	$48,350
Assessed Value School	$65,890	$51,590	$51,870
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$56,740	$51,590	$48,350
Taxable Value School	$65,890	$51,590	$51,870

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
10/01/1970	$10,900	--	--	1146/0258

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Painted Exterior	Year Built	1957
Frame:	Masnryconc	Story Height	8
Roof:	Asph/Asb Shngl	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features
Base Area (1st)	1,458	No Data Found
Enclosed Por	624	
Open Porch	80	
Total Base Area	1,458	
Total Sub Area	2,162	

Legislation Details (With Text)

File #:	18-553	**Version:**	2	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/31/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Consider the reappointment of Mr. Aleck Greenwood as a regular member of the Planning and Zoning Board through November, 2021. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10_26_18 Application.pdf Planning and Zoning Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 1, 2018
Agenda Date: November 14, 2018
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointment of Mr. Aleck Greenwood to the Planning and Zoning Board through November, 2021.

BACKGROUND:

Mr. Aleck Greenwood was appointed to the Planning and Zoning Board in April, 2016. Mr. Greenwood has expressed a willingness to serve an additional three (3) year term through November, 2021. His current term ends November 30, 2018.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The City Council appoints and reappoints members to Cocoa's boards and committees as vacancies and term expirations occur.

RECOMMENDED MOTION:

Consider the reappointment of Mr. Aleck Greenwood to the Planning and Zoning Board through November 30, 2021.

CITY OF COCOA
APPLICATION FOR BOARD/COMMITTEE MEMBERSHIP

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

(Please Print)

Name: ALECK GREENWOOD Application Date: 10-25-18

Street Address, Including Zip Code: P.O BOX 1077, COCOA FL 32923 (MAILING ADDRESS)

Telephones: Home: (321) 917-3770 Work: _____ Pager: _____ Cell: (321) 917-3770

Place of Business: 640 BREVARD AVE, COCOA, FL. 32922

Title/Position Held: OWNER

Date of Birth[2] 6-17-51

Email Address: AGREENWOOD2@CFL.RR.COM

VARIOUS CITY BOARDS/COMMITTEES AVAILABLE

(Please Check All Those That Interest You)

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

ELIGIBILITY

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

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

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

MISCELLANEOUS INFORMATION

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

INTERESTS AND EXPERIENCE
(Additional Information May be Attached)

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

CITY COUNCIL MEMBER (TWO TERMS)
WAS RDA MEMBER FROM FIRST DAY BOARD WAS CREATED IN 1980

STATE REPORTING REQUIREMENTS

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

RACE

___ African-American
___ Asian-American
___ Hispanic-American
___ Native American
X Caucasian

GENDER

X Male
___ Female

DISABILITY

___ Physically Disabled

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: _____ Date: 10-25-18

Social Security No: [redacted]

Drivers License No: [redacted]

Please Return this form to:
Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922

BRIEF DESCRIPTION OF CITY BOARDS AND COMMITTEES AND MEETING INFORMATION

Affordable Housing Advisory Committee:
Term: 3 years.
Members: 11 members.
Duties: Meet triennially to review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommended specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.
Meetings: Once every three years in Council Chambers.

Board of Adjustment:
Term: 3 years.
Members: 7 members; 2 alternate members.
Duties: To hear and decide special exceptions and variances to the zoning ordinance, as well as appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Building Official in the enforcement of the zoning and sign ordinance.
Meetings: Third Wednesday of each month at 6:00 pm in the City Council Chambers.

Code Enforcement/Drug Related Public Nuisance Board:
Term: 3 years.
Members: 7 members; 2 alternate members, including an architect, a businessman, an engineer, a general contractor, a subcontractor, and a realtor.
Duties: To hear and decide alleged violations of certain codes of the City, and to hear drug related nuisance cases.
Meetings: Third Thursday of each month at 6:00 pm in the City Council Chambers.

Brownfields Advisory Board:
Term: No expiration
Members: Minimum of 3 members, no more than 11 members. Includes residents within or adjacent to the Brownfield area and businesses, non-profits and government operating within the Brownfield area.
Duties: To assist in the development and implementation of the strategic plan for the area; to oversee and monitor the implementation of the strategic plan; to identify and recommend to the City Council ways to remove regulatory barriers; and to identify to the City Council the financial needs of, and local resources or assistance available to, eligible businesses in the area.
Meetings: quarterly: January, April, July, and October, at 12 pm in City Hall.

Housing Authority:
Term: 4 years.
Members: 5 members.
Duties: Acquisition, lease, construction, reconstruction, improvement, and operation of federally-funded housing projects within the City. Work with Brevard County Housing Authority.
Meetings: Third Tuesday of each month at 6:00 pm at 868 Stone Street.

Pension Board - Fire:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the firefighters' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - General Employees:
Term: 3 years.
Members: 5 members, three who are appointed by City Council, one who is a full-time general employee elected by a majority of the general employees that are members of the system, and a fifth member who is chosen by the previous four trustrees.
Duties: To administer and advise the City on the general employees' retirement system.
Meetings: Quarterly or as necessary.

Pension Board - Police:
Term: 2 years.
Members: 3 citizens appointed and 2 city employees.
Duties: To administer and advise the City on the police retirement system.
Meetings: Quarterly or as necessary.

Planning & Zoning Board:
Term: 3 years.
Members: 9 members; 2 alternate members.
Duties: To act in an advisory capacity to the City Council relating to zoning and land use matters.
Meetings: Second Wednesday of every month at 6:00 pm in the City Council Chambers.

Redevelopment Agency - Cocoa:
Term: 2 members appointed by City Council for 4 years.
Members: the 5 members of the City Council and 2 members appointed by the City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: First Tuesday of every month at 5:00 pm in the City Council Chambers.

Redevelopment Agency -Diamond Square:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Third Monday of each month at 6:15 pm in the City Council Chambers.

Redevelopment Agency - U.S. 1 Corridor:
Term: 4 years.
Members: 7 members appointed by City Council.
Duties: To undertake and carry out redevelopment projects and related activities within its area of operation.
Meetings: Quarterly on the Fourth Monday of each month at 6:15 pm in the City Council Chambers.

Utilities Advisory Board:
Term: 3 years.
Members: 5 members appointed by City Council.
Duties: To advise City Council on matters relating to utility subjects.
Meetings: As needed at 6 pm in the City Council Chambers.

==========

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.

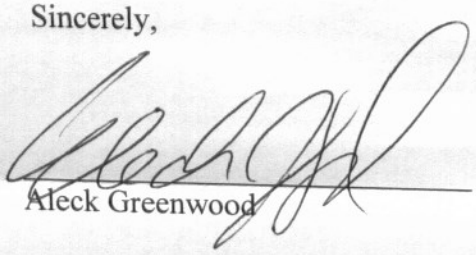
~~In response~~ to inquiry by the Office of the City Clerk, I, Aleck Greenwood

X seek reappointment

_____ do not seek reappointment

as a member of the Planning & Zoning Board for the City of Cocoa for a three-year term.

Sincerely,



Aleck Greenwood

Additional Comments: _____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Planning & Zoning Board	**Meets Second Wednesday Every Month @ 6pm**		**Expirations in November**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Lawrence Koss	2115 N. Indian River Drive Cocoa, FL 32922 llkosmosjr@gmail.com	266-7520 cell	2/18 Appointed	2020
Al Washington ***Vice Chairman (as of 2/2014)***	3018 Sandgate Court, Cocoa FL 32922-4434 al26wash@yahoo.com	636-1099 (H) 432-7567 (C)	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 08/07 Appointed	2020
Jack L. Moore (non-resident)	P.O. Box 3462 Cocoa FL 32924 2665 Adamson Road, 32926-2639	537-0609 hm & work	11/16 Reappointed 10/13 Reappointed 9/10 Reappointed 1/08 Reappointed 10/04Reappointed 8/03 Appointed to Fill an Unexpired Term	2019
Jake Williams, Jr. (replaced Alex Van Johnson)	1054 Cypress Lane Cocoa FL 32922 Jake_williamsjr02@yahoo.com	633-7459 (H) 698-6758 (C)	12/08/15 reappointed 12/11/12 appointed	2018
Michael Dobrin- ***Chairman (as of 2/2014)***	100 Riverside Drive #406, 32922-7864 MIKE-CONNIE@oleanderpointe.com	637-0884	11/17 Reappointed 10/14 Reappointed 10/11 Reappointed 11/08 Reappointed 4/06 Appointed to fill unexpired term	2020
Aleck Greenwood	P.O. Box 1077 Cocoa, FL 32922 agreenwood2@cfl.rr.com	917-3770 (c)	4/16 appointed	2018
Russell Sengel	5683 Saratoga Lane Cocoa FL 32926-2476 rsengel@cfl.rr.com	631-5646 (H) 637-7605 (W) 863-3704 (C)	11/16 Reappointed 10/13 Reappointed 03/13 appointed to fill term not renewed by S. Holmes and not accepted by Mr. Harvey	2019
Sharon Ervin	335 Meridian Run Drive Cocoa, FL 32926 Srcahill2001@yahoo.com	636-0734 (hm) 636-5885 (wk) 863-6916 (cell)	11/17 Reappointed 09/17 appointed to fulfill unexp term of Betty Lee	2020
Todd Anderson (non-resident)	1355 Arlington Ave. Merritt Island, FL 32952 toddpanderson@yahoo.com	403-7595 (cell)	11/16 Reappointed 1/28/14 appointed (to fill vacancy left by Stephenson)	2019
Vacancy – did not renew - Jim Crisafulli (non-voting member)	960 Harbor Pines Drive, MI 32952	453-4993	10/05 Reappointed 1/04 Appointed	2008

Marilyn Green -1st Alternate	104 Riverside Drive #204 Cocoa, FL 32922 mlgreen20@gmail.com	617-5554 (hm) 603-502-4632 (cell)	2/18 Appointed	No expiration
VACANCY- 2nd Alternate				
LIAISON	Deputy Mayor Blanco		Updated 01/17	
Counsel: Anthony Garganese/Kristin Eick	PO Box 2873, Orlando, FL 32802-2873	866-425-9566 407-472-0178 (Kristin Eick)		
RECORDING SECRETARY	Monica Arsenault	433-8661		

Legislation Details (With Text)

File #:	18-562	**Version:** 1	**Name:**		
Type:	Report		**Status:**	Council Busines	
File created:	10/30/2018		**In control:**	City Council	
On agenda:	11/28/2018		**Final action:**		
Title:	Approve the current Code Enforcement lien for property located at 1333 Audubon Dr. be reduced from $54,350.00 to $2,100.00, as recommended by the Code Enforcement Board, at its regular meeting on October 18, 2018, subject to the applicant complying with the standard thirty-day payment condition, and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $5,789.50 plus any applicable lien interest. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Request.pdf Staff Report for CEB-LR-1333 Audubon Dr.pdf 1333 Audubon Dr.				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2018
Agenda Date: November 28, 2018
Prepared By: Darla Crowl, Code Enforcement Coordinator
Through: Michael Cantaloupe, Chief of Police
Requested Action:
Approve the current Code Enforcement lien for property located at 1333 Audubon Dr. be reduced from $54,350.00 to $2,100.00**,** as recommended by the Code Enforcement Board, at its regular meeting on October 18, 2018, subject to the applicant complying with the standard thirty-day payment condition, and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $5,789.50 plus any applicable lien interest.

BACKGROUND:

CASE# CE-14-263

The Code Enforcement Board held a public hearing on **June 19, 2014**, at which time the Board found the owner, **Gladys Thomas**, in violation of the following:

Sec.6-900(b)(4) a-c Maintenance to a Structure(fascia)
Sec.6-1003(o) Doors
Sec.6-1003(g) Roofs & Drainage
Sec.6-1003(b) Protective Treatment

powered by Legistar™

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$50.00** per day from **July 15, 2014** until compliance was achieved and documented on **July 6, 2017.** The lien is **$54,350.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **1087 days** and the total amount of the lien is **54,350.00.**
- The current market value of the subject property? The current market value is **$67,890.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommended that the current lien of **54,350.00** be reduced to **$5,435.00** which is a 90% reduction**.** There are additional hard costs that are not eligible for reduction which include the cost of **Demolition $5,629.50**, **Administrative Fee $110.00**, and an **Abatement Fee $50.00,** which will need to be paid with the reduced payoff amount for the regular code enforcement lien. As a matter of public policy, the City staff does not support the City Council reducing a regular code enforcement lien until such time all other applicable fixed/assessment code enforcement liens recorded against the property are paid in full to reimburse the City for previously incurred hard costs associated with work performed on the property by the City to remedy code enforcement violations.

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one-year period of time.

STRATEGIC PLAN CONNECTION:

Crime, Image and Community Development

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

The Code Enforcement Board, at its regular meeting on October 18, 2018, recommended that the lien be reduced to $2,100.00

RECOMMENDED MOTION:

Approve the current Code Enforcement lien for property located at 1333 Audubon Dr. be reduced from $54,350.00 to $2,100.00**,** as recommended by the Code Enforcement Board, at its regular meeting on October 18, 2018, subject to the applicant complying with the standard thirty-day payment condition, and including paying in full the City's existing fixed code enforcement assessment liens recorded against the property in the amount of $5,789.50 plus any applicable lien interest.

powered by Legistar™

1333 Audubon Drive Eligible Code Board Fines for this Request

Case Number: **14-00000263** Address: **1333 AUDUBON DR**

Select from the list below the fees to be paid.

Fee	Charged	Paid	Due
The following fees are not elligible for online payment.			
Code Board Fine to Lien	$54350.00	$0.00	$54350.00

Total of Eligible Lien - $54,350 – 90% Reduction= $5,435.00

Staff Cost Best Estimate - $2,100.00

Not Eligible for Reduction

Case Number: **16-00000694**
Address: **1333 AUDUBON DR**
Land Key Heading: **PARCEL NUMBER:**
Land Key: **24 3620BV 151**
Status: **Fixed Lien**
Date Reported: **10/19/2016**

Case Status: **Fixed Lien**
Case Type: **DEMOLITION**

Fee	Charged	Paid	Due
Demolition	$5629.50	$0.00	$5629.50

Case Number: **16-00000273**
Address: **1333 AUDUBON DR**
Land Key Heading: **PARCEL NUMBER:**
Land Key: **24 3620BV 151**
Status: **Fixed Lien**
Date Reported: **05/28/2016**

Case Status: **Fixed Lien**
Case Type: **WEEDS**
Default Inspector Name: **Mike Mack**

Fee	Charged	Paid	Due
Administration Fee	$110.00	$0.00	$110.00
Abatement Fee	$50.00	$0.00	$50.00

Application # CE - _____ - _____

LIEN REDUCTION APPLICATION

Cocoa Police Department
Code Enforcement Division
1226 W King Street
Cocoa, Florida 32922
Phone; (321) 433-8508

This application must be completed entirely. The property must be in compliance per the City Code Section 6-707(d), if the property does not meet the guidelines of the City Code the Lien Reduction Application will not be scheduled for a hearing before the Code Enforcement Board.

This form is divided into steps which will help you prepare your request, provide the necessary information, and prepare for the Code Enforcement Board and City Council hearing.

For Office Use Only - Date Received

Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** October 10, 2018

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: Harold Joseph Thomas, as attorney in fact for Gladys Thomas

Mailing Address: 1915 Stonehurst Road

City: Winter Park State: FL Zip Code: 32789

Phone #: _____ Fax #: _____

Mobile #: (407) 914-4306 E-mail: joe@tentlogix.com

3. **Property Owner Information:** ** Check here if same as Applicant* → ☐
** If more than one owner, attach additional sheet with names and addresses.*

Company (if applicable): _____

Name: Gladys Thomas

Mailing Address: 158 Antigua Drive

City: Cocoa Beach State: FL Zip Code: 32931

Phone #: _____ Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: **1333 Audubon Drive, Cocoa, FL 32922**

Parcel ID:

2 4 - 3 6 - 2 0 - B V - * - 1 5 1 . ☐ - ☐ ☐ ☐ ☐ . ☐ ☐

Tax Account Number:

2 4 1 5 8 6 4

Existing Use(s) on Property: **Vacant**

Proposed Use(s) on Property: **Vacant (residential)**

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies? **Vacant**

Nature of Violation(s): **Not known**

Date Fine or Lien Imposed: **Not known** Amount of Fine: **Fixed $160.00, $5,629.50*** ~~per day~~
*THERE MAY BE OTHER FINES

Have the violation(s) on the subject property been corrected: Yes / No (Circle one)

Date upon which the subject property was brought into compliance: **Date of demolition**

5. **Please provide the following information:**

Code enforcement case number: **14-00000263; 16-00000273; 16-00000694** FL – Fixed Liens

Were you the property owner at the time the lien was imposed? Yes / No (Circle one) If so, how many days did it take from the board order to the date compliance was achieved? **See attached Exhibit "A"**

If you were not the property at the time the violation occurred, were you aware of the lien when you purchased the property? Yes / No / NA (Circle one) If the property was not in compliance at the time you purchased the property how many days from the time of purchase did it take for you to come into compliance? **See attached Exhibit "A"**

Did you receive the Notice of Violation issued by the Code Enforcement Division: Yes / No (Circle one) **See Exhibit "A"**

Did you receive the Finding of Facts issued by the Code Enforcement Board: Yes / No (Circle one) **See Exhibit "A"**

The factual basis upon which the application for reduction of the lien should be granted:

See attached Exhibit "A"

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:

See attached Exhibit "A"

Amount you are requesting that the lien be reduced to: **Applicant requests that all liens be reduced to $0.00. Otherwise, all but the fixed lawn abatement costs, and the fixed lien demolition costs.**

Please provide any other information deemed pertinent to this request, including but not limited to the circumstances that exist which would warrant the reduction or forgiveness of the penalty or fine. Include documentation of any financial investment made to physically improve the property:

See attached Exhibit "A"

Are there any other properties within the jurisdictional limits of the City of Cocoa owned by the applicant and/or owners of the subject property on which code violations have been alleged, of which the case is still active, or a Finding of Facts has been entered by the Code Enforcement Board, if so please provide the address, the nature of violation and the status of such:

1318 N. Fiske Blvd., Cocoa, FL 32922 - Storing junk or autos; roofs and drainage. (IN COMPLIANCE)

1040 Azalea Drive, Cocoa, FL 32922 - Home demolished. (IN COMPLIANCE)

1419 N. Fiske Blvd., Cocoa, FL 32922 - Maintenance of fence; failure to secure structure; protective treatment; maintenance of structure/grounds; accumulation of trash/debris. (IN COMPLIANCE)

6. **Please submit the following items in order complete the application:**

   a. ☒ **Notarized application.**

   b. ☒ **Reimbursement to City for recording costs at time of application.** Pursuant to Section 6-707(c), Code of the City of Cocoa, at the time of application, payment to the city in the amount necessary to reimburse the City for its costs associated with processing and recording the order imposing a penalty or fine and the requested satisfaction or release of lien. Please make checks payable to the 'City of Cocoa' and submit payment ONLY to the Community Services Department. Please note that these costs are non-refundable without regard for the final disposition of the application for satisfaction or release of lien. **The application fee is $20.00 and will need to be paid at the time the application is submitted.**

   c. ☒ **Letter of authorization.** If the applicant is not the property owner, a notarized letter of authorization or agent affidavit is required, unless the applicant is the Attorney of the owner. Each property owner must complete a separate authorization form or other suitable documentation to allow the agent to act upon his/her behalf.

   d. ☐ **Corporate documents.** If the applicant/owner is representing a company, articles of incorporation which show the applicant/owner is authorized to represent the company is required. A data record printout from the Florida Department of State, Division of Corporations website may also be provided (http://www.sunbiz.org/corpweb/inquiry/search.html).

   e. ☒ **Additional information (optional).** Submit any information that may be helpful in understanding the request. This may include photos, sketches, elevations, or letters from adjoining property owners.

7. **Application Filing Procedure.** This application, together with all required exhibits and attachments, shall be completed and filed with the Code Enforcement Division by the third Friday of each month at 5:00 pm in order to be scheduled for public hearing for the following month.

8. **Procedure per City Code.** Section 6-707 states the City Lien Reduction rules and procedures for applying for a reduction. It is the applicant's responsibility to read and understand the rules and procedures that are located on page 6 of the Lien Reduction Application

9. **Board Action.** Following a presentation by staff and testimony offered by the applicant, the Code Enforcement Board will formulate a recommendation to City Council.

10. **City Council Action.** Following the Code Enforcement Board making a recommendation to the City Council, staff will schedule the item for the next available City Council regular meeting.

11. Signatures and Notarization.

STATE OF FLORIDA COUNTY OF _____. I, **Harold Joseph Thomas** being first duly sworn, depose and say that:

☐ I am the applicant, or if corporation, I am the officer of the corporation authorized to act on this request.

X I am the legal representative of the applicant of this application and a notarized Letter of Authorization form or agent affidavit accompanies this application giving written, unless the applicant is the Attorney representing the owner.

I hereby certify that I have read, completed and understand this Application and understand that if my application and all associated attachments are not complete and accurate in all respects, the application will not be scheduled for a public hearing. I further understand that this application must be complete and accurate prior to the advertising of a public hearing.

(APPLICANT SIGNATURE)

Personally Known ☐ OR Produced Identification ☑

Type of I.D. Produced FL DL

Giselle Nunez
(Print, Type, or Stamp Commissioned Name of Notary Public)

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 10th day of October, 20 18

GISELLE NUNEZ
Notary Public - State of Florida
Commission # GG 038712
My Comm. Expires Oct 13, 2020
Bonded through National Notary Assn

Public Hearing Process Information.

It is the responsibility of the Applicant to read the Lien Reduction/Forgiveness Application to its entirety. Please keep this sheet from your application for your records. At any time through this process you have any questions or concerns, please contact the Code Enforcement Division at 321-433-8508.

1. **Public hearing date and location.** All regularly scheduled hearings are held on the third Thursday of each month at 6:00pm in the Cocoa City Hall Council Chambers located at 65 Stone Street, Cocoa, Florida unless otherwise notified.

2. **Presence required at the public hearings.** The applicant or his/her representative must be present to answer any questions concerning the request. If there are extenuating circumstances why the applicant or his/her representative cannot attend, he or she must notify the City in writing prior to the public hearing.

3. **Preparing for public hearing.** It is the applicant's responsibility to research and know all laws that may be applicable and may affect the outcome of any decision on the applicant's request.

4. **Format of public hearing.** The public hearing before the Code Enforcement Board is quasi-judicial in nature. *State and local law strictly prohibits applicants and/or interested parties from participating in ex-parte communications with Board members in person, by phone, e-mail, or in writing before the application is considered at a public hearing.* Applicants are encouraged to review and copy the quasi-judicial rules and procedures used by the Code Enforcement Board before the public hearing date. A copy may be obtained from the City Clerk's Office.

5. **Exhibits at public hearing.** If photographs, documents, maps or other materials are provided to the Board as evidence at the public hearing, the applicant must provide a copy to the Recording Secretary, City Staff, and the Code Enforcement Board for examination. One copy of any exhibits and/or evidence shall be provided, by law those instruments automatically become part of the public records and cannot be returned to the applicant.

6. **Witnesses at public hearing.** For the purposes of making a decision on the application, the Board shall only consider testimony of qualified witnesses. A witness is determined by the Board and is generally based on:

    a. The witness has personal knowledge of the fact in which the witness will testify; and/or

    b. In the case of testimony consisting of opinions or inferences, the testimony is qualified as the following:

        1. Layman witness: Testimony of a witness other than an expert witness is qualified only if:

            - The witness can readily, and with equal accuracy and adequacy, communicate what he or she perceived to the Board without testifying in the form of opinions or inferences.

            - The opinions and inferences do not require any special knowledge, skill experience or training.

        2. Expert witness. Testimony of an expert witness is qualified only if:

            - The subject matter is proper for expert testimony because scientific, technical, or other specialized skill will help the Board understand the evidence being presented, or helps establish a fact in issue.

            - The witness is adequately qualified to express an opinion on the matter.

Sec. 6-707. - Satisfaction or release of code enforcement lien. (NOTE: this is not the code section in its entirety)

(b) *Application.* The application shall be executed under oath and sworn to in the presence of a notary public.

(c) *Reimbursement to city for recording costs at time of application.* The violator shall submit, at the time of application, payment to the city in the amount necessary to reimburse the city for its costs associated with recording the order imposing a penalty or fine and the requested satisfaction or release of lien. These costs are non-refundable, without regard for the final disposition of the application for satisfaction or release of lien.

(d) *Processing of application by community services director.* Upon receipt of the application for satisfaction or release of lien and payment provided above, the community development director shall confirm through the code enforcement department that the violation which resulted in the order imposing penalty or fine has been brought into compliance. If the violation has been brought into compliance and there is no current code violation upon the property in question, the community development director shall place the application upon the agenda of the next meeting of the code enforcement board.

(e) *Code enforcement board hearing.* At the hearing before the code enforcement board, the board shall review and consider the application for satisfaction or release of lien, provide the violator with an opportunity to address the board regarding the application for satisfaction or release of lien, and to take the testimony of other interested parties, including but not limited to city staff.

Review and recommendation. Upon review of the application and any testimony presented, the code enforcement board shall recommend to the city council approval, approval with conditions, or denial of the application for satisfaction or release of lien.

The code enforcement board, in determining its recommendation, shall consider the following factors:

(1) The gravity of the violation;

(2) The time in which it took the violator to come into compliance;

(3) The accrued amount of the code enforcement fine or lien;

(4) Any previous or subsequent code violations;

(5) Any financial hardship; and

(6) Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine.

(f) *Presentation to city council.* After a recommendation has been rendered by the code enforcement board, the community development director shall place the application for satisfaction or release of lien upon the agenda of the next regularly scheduled city council meeting. The city council may take action solely based upon the sworn application and recommendation of the code enforcement board; or it may, in its discretion, provide the violator with an opportunity to address the council in regard to the application for satisfaction or release of lien.

City Council action. The city council may approve, approve with conditions, or deny the application to satisfy or release of lien. If the city council approves the application to satisfy or release the lien and the approval is conditioned upon the violator paying a reduced penalty, fine, or any other condition, the satisfaction or release of lien shall not be prepared or recorded until the condition(s) placed by the council have been satisfied.

(g) *Compliance with city council conditions.* The violator shall have thirty (30) days in which to comply with the conditions imposed by the city council. Failure of the violator to comply will result in the automatic denial of the application for satisfaction or release of lien.

(h) *Effect of denial on application for subsequent lien reduction or forgiveness.* If the application is denied or if the application is automatically denied due to the failure of the violator to comply with the conditions imposed by the city council, the violator shall thereafter be barred from applying for a subsequent reduction or forgiveness of the lien for a period of one (1) year from the date of denial. During the one-year period, the lien may only be satisfied and released upon full payment of the fine or penalty imposed in accordance with this chapter.

(Ord. No. 16-06, § 2, 5-9-06)

EXHIBIT "A"

ATTACHMENT TO LIEN REDUCTION APPLICATION

Owner of Property: **Gladys Thomas**

This property is owned by Gladys Thomas, who is 94 years old. She has been diagnosed with dementia, and her affairs are now being managed by her son, Harold Joseph (Joe) Thomas, pursuant to power of attorney. (See the copy of the letter from Mrs. Thomas' attending physician, Gary Lehman, M.D. which is attached hereto. Also see the copy of the Durable Power of Attorney from Mrs. Thomas to her son which is attached hereto.)

On behalf of his mother, Joe Thomas has hired Victor M. Watson, Esq., of the law firm of Watson, Soileau, DeLeo & Burgett, P.A., to assist in matters concerning Gladys Thomas and her properties located in Cocoa, Florida.

As described in this attachment, Mrs. Thomas has had many problems over the past several years. Her dementia probably began many years ago, and has interfered with her ability to properly deal with her properties and other business and personal matters. She has also had to deal with other family health issues and tragedies.

It is helpful for the Board to understand that Mrs. Thomas and her husband, Harold Lee Thomas, owned property together for many years. Mr. Thomas had been in the Air Force for 34 years, and managed the couple's properties as part of his retirement plan.

While Mr. Thomas was dealing with their rental properties, Mrs. Thomas had a full plate of her own responsibilities. She worked full time at Barnett Bank in Cocoa, and was a well-known (and well-loved) member of the local community. She was also responsible for caring for the couple's other son, John David Thomas, who had been mentally handicapped since his birth. Through the efforts of Mrs. Thomas, John David was able to live at home almost all of his life.

For the many years that Mr. Thomas was managing the couple's properties, there were no code enforcement issues. Mr. Thomas, however, eventually became ill and less able to handle these responsibilities. He then died in 2003. After her husband's death, Mrs. Thomas then had to continue to be responsible for her son, John David,, and also to take over management of the family's properties in Cocoa, which she had not done before. By that time, she was almost 80 years old.

After Mr. Thomas' death, John David's health continued to deteriorate, and his care took more and more of Gladys' time and energy. In 2010, John David was involved in a car accident. After that, he had to have dialysis three times a week, and Mrs. Thomas accompanied him on those trips. In 2011, John David eventually died from his health problems.

All this time, Mrs. Thomas' own health was not good, She then had a stroke in October of 2013, and had another stroke in 2014.

In September of 2017, Mrs. Thomas fell and broke her hip. She has been living in an assisted living facility since then.

On December 19, 2017, Mrs. Thomas was diagnosed with dementia by her attending physician. At that time the Applicant, Joe Thomas, took over Mrs. Thomas affairs through the use of the Durable Power of Attorney she had granted him. After becoming more familiar with her business affairs, and with the benefit of hindsight, it appears to Joe Thomas that his mother's mental health had been declining for quite some time.

Since taking over his mother's affairs, Joe Thomas has done what he could to bring into compliance this property and Mrs. Thomas' other properties in Cocoa. Progress was made, but it was difficult to bring each and every violation into full compliance, especially because Joe Thomas lives in Orange County, and not Cocoa. He has tried his best, however, to be forthcoming and transparent with the code enforcement staff, and to do what has been necessary to meet the City's requirements.

By working with the Code Enforcement Department, and engaging the assistance of local counsel, Mr. Thomas has now been able to bring into compliance this property, and Mrs. Thomas' other Cocoa properties.

In addition to dealing with the Cocoa properties, Joe Thomas has been trying to sell a property in Rockledge which is owned by Mrs. Thomas. Funds from this transaction are desperately needed to pay for Mrs. Thomas continuing care. She has received notice that she must vacate the assisted living facility where she is currently located if her past due bills are not paid. (See the letter from the debt collection attorney hired by Westminster Winter Park Towers, a copy of which is attached.)

Additionally, substantial portions of the funds which would be realized from the sale of the Rockledge property will be used to repair and refurbish Mrs. Thomas' two Cocoa houses, in order that they can both be sold. This refurbishment and sale will be a major benefit to the neighborhood and the City of Cocoa, and, in the long run, will also provide further funds for Mrs. Thomas' care.

Because of the Cocoa code enforcement liens, however, a pending closing of Mrs. Thomas' Rockledge property fell through. This is causing a serious hardship due to the lack of funds for her care, as well as the lack of funds for further improvements to Mrs. Thomas two Cocoa properties. Nothing can be done with any of Mrs. Thomas' properties until the Cocoa liens are reduced.

Amount of Reduction Requested: The Applicant requests that the liens on violations at this address be reduced to $0.00, or to the lowest amount possible so that funds will be available for Mrs. Thomas' continuing care.

Property Owner at the Time Lien Was Imposed. Receipt of Notice of Violation. Receipt of Findings of Fact: Gladys Thomas was the owner of the property in question at the time of the violations. It is not known whether Gladys Thomas personally received either the Notice of Violation or the Findings of Fact, or the extent to which she was aware of what they meant. She was

not physically or mentally able to deal with the violations. The extent of her dementia at that time was not fully known. Joseph Thomas, her son, has tried to deal with her various properties as best and as diligently as he could after he began management of his mother's affairs in December of 2017.

Pertinent Information: This attachment, as a whole, provides the factual basis for which the application for reduction of lien should be granted.

Reasons Compliance was not Obtained Prior to the Order of Penalty or Fine Being Recorded: Due to Mrs. Thomas' mental incapacities, her being overburdened with attempting to care for her handicapped adult son, and due to her failing health as evidenced by her two strokes and her broken hip, Mrs. Thomas may not have realized the meaning of the notices being sent to her. She was not mentally, physically or emotionally able to deal properly with the violations.

Dr. Gary Lehman & Associates

WHERE CARING IS OUR SPECIALTY

December 19, 2017

REAGARDING: Gladys Thomas

DATE OF BIRTH: 11/14/1926

To Whom It May Concern:

I am the Attending Physician for Gladys Thomas who resides in the skilled nursing unit of Westminster Winter Park. Mrs. Thomas suffers from moderate dementia and does not have the mental capacity to make her own medical and/or financial decisions. Any assistance you could give this patient would be greatly appreciated.

Sincerely,

Gary G. Lehman, MD

2881 S. Bumby Avenue • Orlando, Florida 32806
Telephone: (407) 894-0005 • Fax: (407) 894-7759

DURABLE POWER OF ATTORNEY

STATE OF FLORIDA
COUNTY OF ORANGE

KNOW ALL MEN BY THESE PRESENTS, that I, **GLADYS BURKETT THOMAS,** a legal resident of Brevard County, State of Florida, hereby make, constitute and appoint my beloved son, **HAROLD JOSEPH THOMAS,** as my true and lawful attorney in fact, to act in, manage and conduct all my estate and all my affairs, and for the purpose and in my name, place and stead, and for my use and benefit, and as my act and deed, to do and execute and to concur with persons jointly interested with myself therein and the doing or executing of, all or any acts, deeds and things, including, but limited to, those more specifically set forth as follows:

To buy, receive, lease, accept, or otherwise acquire: to sell, convey, mortgage, hypothecate, pledge, quit-claim, or otherwise dispose of or encumber; to contract or agree for the acquisition, disposal or encumbrance of; any property whatsoever and wheresoever situated (be it real, personal, mixed tangible, or intangible) or any custody, possession, right or interest therein or pertaining thereto, upon such terms as my said attorney shall think proper; Initial GBT

FURTHER, to make, do and transact all and every kind of business of whatever kind or nature, including the receipt, recovery, collection, payment, compromise, settlement and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, claims, demands, debts, taxes and obligations which are now, or hereafter may be due, owing, or payable by me or to me; Initial GBT

FURTHER, to make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, affidavits, assignments, mortgages, agreements, certificates, satisfactions, hypothecations, checks, notes, bonds, vouchers, receipts, releases and other instruments in writing of whatever kind or nature, as may be necessary, convenient or proper in the exercise of the powers herein contained or as may be fit or advised with respect to any and all property whatsoever and wheresoever situated (be it real, personal, mixed, tangible, or intangible); to make deposits or investments in, or withdrawals from, any account and/or safe deposit box in any bank, trust or investment institution, including postal savings depository offices, credit unions, savings, building and loan associations and similar institutions; and to exercise any right or option or privilege pertaining thereto and to open or establish accounts, holdings or interests of whatever kind or nature with any such institution; Initial GBT

FURTHER, to institute, prosecute, defend, compromise, arbitrate and dispose of legal, equitable or administrative hearings, actions, suits, attachments, arrests, distresses or other similar proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained; Initial GBT

FURTHER, to borrow for me and on my behalf any sum or sums of money on such terms and with such security as may be fit, and for that purpose, to execute all promissory notes, bonds, mortgages, forms of security and other implements which may be necessary or proper; Initial GBT

FURTHER, to engage, employ and dismiss in my name, agents, counsel, custodians for securities, investment managers, employees, clerks and servants, and to appoint and remove at pleasure any substitute for, or agent in respect to, all or any of the matters or things herein mentioned, or in which I may have an interest; Initial GBT

FURTHER, to act as my attorney or proxy in respect to any stocks, stock powers, shares, bonds, investments, rights or interests I now have or may be in possession of hereafter; Initial GBT

FURTHER, to act as my attorney in fact or proxy with respect to any policy of insurance that I may own on my life, or of any other type, and in such capacity, to exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including the right to create or change beneficiaries, the right to change the method of payment of insurance proceeds and the right to make a cash surrender of the policy or policies as distinguished from a surrender of the policy for loan conversion or other such purposes as may be provided therein; Initial GBT

FURTHER, to execute federal, state, county, local and any other income, intangible, tangible, excise, sales, property, gift, generation-skipping transfer and/or other tax returns and to support and defend the information contained in such returns at all levels of administrative, civil and criminal proceedings; Initial GBT

FURTHER, to make gifts of property, be it personal or real, for income, gift and estate tax planning purposes to any persons and/or charitable organizations qualified under Section 501(c)(3) of the Internal Revenue Code, as my said attorney should decide; provide, however, that the amount of any gift made by my said attorney to herself in any calendar year shall not exceed the amount of the annual gift tax exclusion per donee then allowed to an individual by the Internal Revenue Code. It is my intent that any gift made by my attorney to herself shall be deemed to be exercised in conjunction with my desires and my powers for purposes of Section 2041(b)(1)(C) of the Internal Revenue Code; Initials GBT

FURTHER, to exercise the right to allocate any and all generation-skipping tax exemptions under any federal or state tax law on my behalf in connection with the making of gifts as provided for above and to elect gift splitting with respect to gifts made during any period when I am married; Initial GBT

FURTHER, to create, amend and revoke trusts and make transfers to trusts created by me or by my attorney in fact for purposes of avoiding probate of my estate and/or reducing or eliminating the potential estate and transfer tax liability of my estate; Initials

FURTHER, to waive the principal's right to be a beneficiary of a joint and survivor annuity; Initials

FURTHER, to create or change rights of survivorship; Initials

FURTHER, to exercise or disclaim any power of appointment that I may hold, either at present or at any time in the future; Initials

FURTHER, to disclaim any property, be it real or personal, that I may receive by way of gift, will, or operation of law; and Initial

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act, matter and thing whatsoever, whether herein specifically mentioned and expressly granted or not, as fully and effectually to all intents and purposes as I might or could do myself if I were present. Initial

This power of attorney shall apply to any and all real property and personal property which I may now own or have an interest in and any real property and personal property which I may own or have an interest in after the date hereof. Initial

IT IS MY INTENT in executing this instrument that the power conferred on my said attorney shall be exercisable commencing with the date hereof, notwithstanding any later disability or incapacity that I may suffer, so that this durable power of attorney is not affected by subsequent incapacity of the principal except as provided in section 709.08, Florida Statutes. Initial

Any third party to whom this power of attorney is presented may rely upon an affidavit by my attorney in fact stating that, to the best of my attorney in fact's knowledge and belief, this power has not been revoked and that I am then living. No third party relying on this power and that affidavit shall be liable for any losses, damages, or claims caused by compliance with the action requested by my attorney in fact unless that third party has actual knowledge of my death or the revocation of this power. Initial

[Remainder of this page intentionally left blank – Signature Page to Follow]

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5 day of Dec, 2012.

Signed, sealed, and delivered in the presence of:

Gladys B. Thomas
GLADYS BURKETT THOMAS

Anna Spencer
Printed name of Witness

Mary Wheeler
Printed name of Witness

The foregoing Durable Power of Attorney has been sworn to and subscribed before me this 5 day of December 2012, by **GLADYS BURKETT THOMAS** and witnesses Anna Spencer, Mary Wheeler.

Notary Public State of Florida
Rosalie Tarr
My Commission EE149630
Expires 11/29/2015

Rosalie Tarr
Notary Public
My Commission expires: 11/29/2015
Serial No. EE149630

Personally Known _____ OR Produced Identification FL. D.L.

Type of Identification Produced: Ending in 914-0

SHAWN HARRISON
ASSOCIATES, PLLC.

September 28, 2018

Gladys Thomas
1111 South Lakemont Ave
Winter Park, FL 32792

CREDITOR:	Winter Park Towers
AMOUNT DUE:	$56,317.68
FILE NO.:	268512

Dear Gladys Thomas:

This law firm has been retained by Winter Park Towers in connection with the above-reference account. Demand is hereby made for payment in full of the amount due. Your payment should be sent to: Dora Kurtz, Winter Park Towers, 1111 S. Lakemont Ave., Winter Park, FL 32792, 407-647-4083.

Unless you, within thirty (30) days after receipt of this letter, dispute the validity of the aforesaid debt, or any portion thereof, we will assume that the debt is valid. If you notify us in writing within the 30-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and mail a copy of such verification or judgment to you. Upon your written request within the said 30-day period, we will provide you with the name of the original creditor, if different from the current creditor.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. Furthermore, this firm is currently acting solely in its capacity as a debt collector.

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,

Shawn Harrison Associates, PLLC.

5331 Primrose Lake Circle, Suite 100 • Tampa, FL 33647
Phone: (813) 337-6683 Fax: (813) 444-9543
www.ShawnHarrisonAssociates.com

NURSING HOME TRANSFER AND DISCHARGE NOTICE

Refer to section 400.0255, Florida Statutes. This form is required for those transfers or discharges initiated by the nursing home facility, and not by the resident or by the resident's physician or legal guardian or representative.

Resident Information

Name: Gladys Thomas

Medicaid ID # (if applicable): N/A

Resident Representative (if applicable)

Name: Joe Thomas

Address: 1915 Stonehurst Rd. Winter Park, FL 32789

Phone: (407) 914-4306

Nursing Home Information

Name: Westminster Winter Park

Address: 1111 S. Lakemont Ave. Winter Park, FL. 32792

Phone: (407) 647-4083

Facility contact person: Ben Anderson NHA

Contact phone: (407) 647-4083

Date Notice is given: 9/28/18

Effective Date: 10/28/18

The effective date must be at least 30 days from date notice is given unless an exception applies. The resident may choose to move earlier than effective date.

Location to which resident is transferred or discharged (required):

Name: Oaks Home

Address: 1915 Stonehurst Rd. Winter Park, FL. 32789

Phone: (407) 914-4306

Reason for Discharge or Transfer:

- [x] Your bill for services at this facility has not been paid after reasonable and appropriate notice to pay.
- [ ] This facility is closing.

The following reasons require either this form be signed by a physician or a physician's written order for discharge or transfer be attached. The signing physician may be the resident's attending or treating physician, the facility medical director, or a nurse practitioner or physician's assistant as a physician designee:

- [ ] Your needs cannot be met in this facility.
- [ ] Your health has improved sufficiently so that you no longer need the services provided by this facility.
- [ ] The health of other individuals in this facility is endangered.
- [ ] The safety of other individuals in this facility is endangered.

Brief explanation to support this action, (attach additional documentation if necessary):

Section 59A-4.106(1), Florida Administrative Code
Form available at: http://ahca.myflorida.com

REQUESTING ASSISTANCE
If requested, facility staff must provide assistance necessary to contact the organizations below or request an appeal of this decision if you disagree with the discharge or transfer. Please see nursing home contact person's name and phone number on the front of this form.

LOCAL LONG-TERM CARE OMBUDSMAN
You have the right to request review of this notice by the Local Long-Term Care Ombudsman Program. They are available to assist you with any questions about this notice or the appeal process (see below). If you wish to request a review of this notice or request assistance from the Local Long-Term Care Ombudsman, call the Ombudsman Office toll-free at (888) 831-0404. You may also make your request in writing by completing the attached form and sending it to the local Ombudsman address, also attached.

REQUESTING AN APPEAL OF THIS DECISION
You have the right to appeal if you disagree with this decision. You have up to 90 days upon receipt of this notice to request a fair hearing. If you request a fair hearing within 10 days after receiving this notice, you will not be transferred or discharged until the hearing decision has been made, unless your circumstances requires an emergency transfer or discharge. If you do not request a fair hearing within 10 days after receiving this notice, you will be transferred or discharged at the end of the 30-day notice period.

If you wish to appeal this notice and request a hearing, you may call the appeals office or complete the attached form and mail to:

Department of Children and Families
Office of Appeal Hearings
1317 Winewood Boulevard, Building 5
Tallahassee, FL 32399-0700
(850) 488-1429 Fax: (850) 487-0662

Notice presented by:

Ben Andersen		9-28-18
Nursing Home Administrator/Designee Name	Signature	Date
Physician/Designee Name (when required)	Signature	Date

Notice received by:

Harold Joseph Thomas		9/28/18
Resident or Representative Name	Signature	Date

Notice given to: Resident, Legal Guardian or Representative _____ (date)
Local Long Term Care Ombudsman Council _____ (date)
Resident Clinical Record _____ (date)

Attachments: Request for Ombudsman Review
Request for Fair Hearing

Section 59A-4.106(1), Florida Administrative Code
Form available at: http://ahca.myflorida.com

CITY OF COCOA
CODE ENFORCEMENT
STAFF REPORT
October 18, 2018

LIEN REDUCTION REQUEST FOR
1333 Audubon Dr.

CASE# CE-14-263

The Code Enforcement Board held a public hearing on **June 19, 2014**, at which time the Board found the owner, **Gladys Thomas**, in violation of the following:

Sec.6-900(b)(4) a-c Maintenance to a Structure(fascia),
Sec.6-1003(o) Doors,
Sec.6-1003(g) Roofs & Drainage,
Sec.6-1003(b) Protective Treatment.

The Code Enforcement Board provided the owner sufficient time to correct said violations. Therefore, consistent with the Code Enforcement Board's Order a fine ran at **$50.00** per day from **July 15, 2014** until compliance was achieved and documented on **July 6, 2017.** The lien is **$54,350.00** and the current owner, **Gladys Thomas**, is requesting that the lien be reduced to **$0**.

Staff utilized the following factors in making its recommendation to reduce the lien:

- Whether the current owner owned the property at the time the violation(s) occurred? **Yes**
- Whether the owner made attempts to correct the violation(s); **Yes**
- The length of time the code enforcement lien ran before the violation was brought into compliance? The lien ran for **1087 days** and the total amount of the lien is **54,350.00.**
- The current market value of the subject property? The current market value is **$67,890.00** according the Brevard County Property Appraiser.

Based on the above factors, staff recommends the lien be reduced to **$5,435.00**

Per the City Code, if the Council reduces the amount owed, payment of the reduced amount is required within thirty (30) days of the Council's decision or the lien amount reverts back to the original amount owed, and a subsequent lien reduction request cannot be made for a one year period of time.

Brevard County Property Appraiser

Titusville • Merritt Island • Viera • Melbourne • Palm Bay

PROPERTY DETAILS

Phone: (321) 264-6700
https://www.bcpao.us

Account	2415864
Owners	Thomas, Gladys
Mailing Address	158 Antigua Dr Cocoa Beach FL 32931
Site Address	1333 Audubon Dr Cocoa FL 32922
Parcel ID	24-36-20-BV-*-151
Property Use	0110 - Single Family Residence
Exemptions	None
Taxing District	23D0 - Cocoa
Total Acres	0.38
Subdivision	Cocoa Hills Subd
Site Code	0001 - No Other Code Appl.
Plat Book/Page	0011/0038
Land Description	Cocoa Hills Subd Lot 151



VALUE SUMMARY

Category	2018	2017	2016
Market Value	$67,890	$54,930	$55,260
Agricultural Land Value	$0	$0	$0
Assessed Value Non-School	$60,420	$54,930	$51,730
Assessed Value School	$67,890	$54,930	$55,260
Homestead Exemption	$0	$0	$0
Additional Homestead	$0	$0	$0
Other Exemptions	$0	$0	$0
Taxable Value Non-School	$60,420	$54,930	$51,730
Taxable Value School	$67,890	$54,930	$55,260

SALES/TRANSFERS

Date	Price	Type	Parcel	Deed
02/19/2009	$20,000	WD	Improved	5915/5931
01/26/1981	--	QC	--	2279/1241
01/01/1981	$53,900	--	--	2278/1639
12/01/1974	$20,000	--	--	1495/0030

BUILDINGS

PROPERTY DATA CARD #1

Building Use: 0110 - Single Family Residence

Materials		Details	
Exterior Wall:	Painted Exterior	Year Built	1959
Frame:	Masnryconc	Story Height	8
Roof:	Bu-Tg/Mmbrn	Floors	1
Roof Structure:	Hip/Gable	Residential Units	1
		Commercial Units	0

Sub-Areas		Extra Features	
Base Area (1st)	1,640	Covered Patio	32
Carport	312	Fireplace	1
Open Porch	604		
Utility Room	56		
Total Base Area	1,640		
Total Sub Area	2,612		

Legislation Details (With Text)

File #:	18-584	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/9/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Council approval for the City of Cocoa to accept a $77,200 grant award from the Department of Environmental Protection to be used by the Community Services Department, to allow the City Manager to sign an Agreement between the City of Cocoa and the East Central Regional Planning Council to conduct a vulnerability assessment and to approve a Resolution amending the FY2019 budget. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Exhibit C Budget Resolution FY 2019.pdf BAF 19-019 -CD-FDEP Grant (11-28-18) Agenda 18-584 - FY19				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2018
Agenda Date: November 28, 2018
Prepared By: Karen D. Hamilton, Community Services Director
Through: John A. Titkanich Jr., City Manager, AICP, ICMA-CM
Requested Action:
Council approval for the City of Cocoa to accept a $77,200 grant award from the Department of Environmental Protection to be used by the Community Services Department, to allow the City Manager to sign an Agreement between the City of Cocoa and the East Central Regional Planning Council to conduct a vulnerability assessment and to approve a Resolution amending the FY2019 budget.

BACKGROUND:

City staff submitted a proposal in response to Florida Department of Environmental Protection (FDEP) call for projects for the inaugural Florida Resilient Coastline Program's funding opportunity. A $77,200 grant was awarded on September 19, 2018. The City will contract with East Central Florida Regional Planning Council to conduct a vulnerability assessment.

The grant activities are as follows.

1) Conduct a vulnerability analysis and develop GIS Visualizations for education and engagement as related to sea level rise, frequent or "nuisance" flooding and storm surge.
2) Engage the residents and businesses in the City through online survey and workshops to enhance education on vulnerabilities and obtain input on priorities, policies, and resiliency and adaptation

strategies for implementation.

3) Use the REMI model to estimate the economic impacts business loss due to periodic flood and compare to a scenario that implements an adaptation measure as determined through the project process.
4) Develop policies and recommendations for the City to consider for adoption into the comprehensive plan and implementation across various departments.

Resiliency is the ability to recover from shocks and stresses. A "systems" approach of resiliency applies the concept in a more holistic framework and explores how to reduce potential risks. Shocks are the sudden and severe events (hurricanes) that negatively affect a community's regular operations. Stresses are the long-term characteristics or conditions (high unemployment) that affect growth and well-being. Cocoa's resiliency can be improved by better understanding possible shocks & stressors, infrastructure adaptation, and building the capacity of leadership, institutions, business, and residents.

The Florida Department of Economic Opportunity issued a request for grant proposals for technical assistance. The grants would provide funding "for communities to develop innovative planning and development strategies that promote a diverse economy, vibrant rural and suburban areas, and meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas." Staff initially responded to the RFP in February and the City's submittal was ranked within the top ten proposals. FDEP did not have enough funds to award the City a grant. City staff was asked to resubmit in April when FDEP received additional funds from National the Oceanic and Atmospheric Administration (NOAA).

Staff decided to partner with The East Central Florida Regional Planning Council (ECFRPC) as a quasigovernmental planning and policy agency serving local governments Brevard, Lake, Marion, Orange, Osceola, Seminole, Sumter and Volusia Counties. The ECFRPC serves as the Regional Economic Development District (EDD) approved by the U.S. Economic Development Administration (EDA). ECFRPC staff developed the region's first Comprehensive Economic Development Strategy (CEDS) in 2007. The CEDS promotes regional economic development through public and private sector collaboration to stay globally competitive in the 21st century. The City already works closely with the Emergency Preparedness Division at the East Central Florida Regional Planning Council (ECFRPC) with emergency preparedness training, exercise and planning.

ECFRPC and City staff will coordinate stakeholder surveys and workshops. The project team will prepare a vulnerability assessment focused on sea-level rise, nuisance flooding, and storm surge. Assessment findings will be used to evaluate facilities critical to City function, health, safety, and economy and develop policy and action recommendations.

This grant is a component of a holistic resiliency strategy which includes the development of a "Resiliency/Disaster Preparedness Plan for Small Businesses", development of Adaptation Action Areas and related comprehensive plan goals, policies and strategies and the ultimately the creation of a Sustainability & Resiliency Plan.

STRATEGIC PLAN CONNECTION:

The activities supported by the grant seek to address the Strategic Issues of Economic Development, Community Development, Public Safety, and Civic Engagement.

BUDGETARY IMPACT:

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

Budget Amendment # 19

FROM:
Amount Requested $77,200
Account Number 001-0000-331.50-03
Account Name DOC-2019 Coastline-11.419

TO:
Amount Requested $77,200
Account Number 001-3200-515.34-00
Account Name Community Services

Source of Funds:
____ State Revolving Loan
____ Other Loan Source:
X Grant Source: Department of Environmental Protection
____ Bond:
____ Reserves Source:_
____ Transfer Acct #:

PREVIOUS ACTION:

City Council approved staff's grant submission to FDEP and authorized the City Manager to enter into an agreement with the East Central Regional Planning Council to conduct a vulnerability assessment at its April 24, 2018 meeting.

RECOMMENDED MOTION:

Council approval for the City of Cocoa to accept a $77,200 grant award from the Department of Environmental Protection to be used by the Community Services Department, to allow the City Manager to sign an Agreement between the City of Cocoa and the East Central Regional Planning Council to conduct a vulnerability assessment and to approve a Resolution amending the FY2019 budget

FLORIDA DEPARTMENT OF
Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

October 8, 2018

Ms. Dorothy Selig, Project Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Re: DEP Agreement Number CM743
Community Based Resiliency in The City of Cocoa

Dear Ms. Selig:

As lead agency for the Florida Coastal Management Program (FCMP), the Department of Environmental Protection, Florida Coastal Office is pleased to confirm the award of Coastal Zone Management funds to the City of Cocoa in the amount of **$77,200** for the subgrant period of July 1, 2018, through June 30, 2019.

Enclosed is an executed copy of the award agreement (with attachments) for the subgrant. In future correspondence to the FCMP, please refer to your project by the DEP agreement number and title referenced above, and direct the correspondence to Angel Baratta, Grant Manager, at the address provided on page seven of the agreement.

The project manager may obtain the forms necessary for electronic subgrant reporting from the FCMP website at: http://floridadep.gov/resilience.

Congratulations on receiving the FCMP grant funds. We look forward to working with you to protect and enhance the state's coastal resources.

Sincerely,

Rebecca Prado
Deputy Director
Florida Coastal Office

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **COMMUNITY BASED RESILIENCY IN THE CITY OF COCOA**
   Agreement Number: **CM743**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **City of Cocoa**
   Entity Type: **Local Government**
   Grantee Address: **65 Stone Street, Cocoa, FL 32922**
   FEID: **F59-6000292** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **June 30, 2019**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **City of Cocoa which is located along the inter-coastal waterway of Brevard County**
   Project Description: **The primary goals of this proposal are to educate and engage Cocoa's residents and businesses in the conversation of resiliency and assess impacts from sea level rise, flooding and surge. The East Central Florida Regional Planning Council will work with the City to develop educational visualizations and facilitate engagement opportunities relevant to resiliency and the future of the City. This innovative engagement and education process, combined with an assessment of the City's vulnerabilities, will guide the decision-making process for future development, infrastructure projects and programs to assist local economic growth and business resilience. This proposal is the first phase of a 4-step vision which includes the development of a "Resiliency/Disaster Preparedness Plan for Small Businesses", development of Adaptation Action Areas and related comprehensive plan goals, policies and strategies and the creation of a Sustainability Resiliency Plan.**

5. Total Amount of Funding: **$77,200.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☐ State ☑ Federal	**NA16NOS4190120**	**$77,200.00**
☐ State ☐ Federal		
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$77,200.00**

6. Department's Grant Manager
   Name: **Angel Baratta** or successor
   Address: **3900 Commonwealth Blvd. MS235 Tallahassee, FL 32399**
   Phone: **850-245-2849**
   Email: **Angel.Baratta@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Dorothy Selig** or successor
   Address: **65 Stone Street Cocoa, FL 32922**
   Phone: **321-433-8510**
   Email: **dselig@cocoafl.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☑ Attachment 6: Program-Specific Requirements
- ☑ Attachment 7: NA16NOS4190120 Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☑ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	**NA16NOS4190120**
Federal Award Date to Department:	**7/1/16**
Total Federal Funds Obligated by this Agreement:	**$2,723,000.28**
Federal Awarding Agency:	**DEPARTMENT OF COMMERCE**
Award R&D?	☐ Yes ☑N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Cocoa — **GRANTEE**

Grantee Name

By _____ 9/25/18

(Authorized Signature) — Date Signed

Henry Parrish, Mayor - Cocoa, FL

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection — **DEPARTMENT**

By _____ 10/8/18

Secretary or Designee — Date Signed

Deputy Director - FDEP

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By _____

(Authorized Signature) — **Date Signed**

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, *if provided* by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department request that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

    iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference_guide/.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers

charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not to correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Department must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

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

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee or its subcontractors are found to have submitted a false certification; or if Grantee, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., Department may immediately terminate this Agreement at its sole option if Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if

Grantee, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran *Petroleum* Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. The Grantee agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). *The Department*

may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CM743

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is The primary goals of this proposal are to educate and engage Cocoa's residents and businesses in the conversation of resiliency and assess impacts from sea level rise, flooding and surge. The East Central Florida Regional Planning Council will work with the City to develop educational visualizations and facilitate engagement opportunities relevant to resiliency and the future of the City. This innovative engagement and education process, combined with an assessment of the City's vulnerabilities, will guide the decision-making process for future development, infrastructure projects and programs to assist local economic growth and business resilience. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Travel.
Additional compensation for travel is not authorized under this Agreement.

6. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

7. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

8. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

9. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.

d. Other Insurance. None.

10. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

11. Retainage.
No retainage is required under this Agreement.

12. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

13. State-owned Land.
The work will not be performed on State-owned land.

14. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

15. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CM743

ATTACHMENT 3

Project Title: Community Based Resiliency in The City of Cocoa

Grantee

Organization Name: City of Cocoa
Chief Elected Official or Agency Head: Henry U. Parrish III
Title: Mayor
Address: 65 Stone Street
City: Cocoa
Zip Code: 32922
Area Code and Telephone Number: 321-433-8683
Area Code and Facsimile Machine Telephone Number: 321-422-8455
E-Mail Address: hparrish@cocoafl.org

Project Manager

Organization Name: City of Cocoa
Name: Dorothy Selig
Address: 65 Stone Street
City: Cocoa
Zip Code: 32922
Area Code and Telephone Number: 321-433-8510
Area Code and Facsimile Machine Telephone Number: 321-422-8690
E-Mail Address: dselig@cocoafl.org

Fiscal Agent

Organization Name: City of Cocoa
Name: Anne Quesada
Address: 65 Stone Street
City: Cocoa
Zip Code: 32922
Area Code and Telephone Number: 321-433-8622
Area Code and Facsimile Machine Telephone Number: 321-422-8608
E-Mail Address: generalaccounting@cocoafl.org

Mailing Address for Warrant (if other than the Grantee address):

FEID No.: 59-6000292

DUNS No.: 079195608



Location:
This project will take place in the City of Cocoa which is located along the intercoastal waterway of Brevard County, Florida. The City is within proximity to Cape Canaveral, Port Canaveral, Cocoa Beach, NASA, Patrick Air Force Base and Canaveral Air Station located north of Patrick Air Force Base. US 1, SR 528 and SR 520 are major thoroughfares and emergency evacuation routes that run through the City of Cocoa resulting in the City serving as the foci for evacuation, workforce and recreational access between the barrier islands, the mainland, Brevard County, Orlando and beyond. A more resilient Cocoa is crucial to the safety and economic vitality of Central Space Coast residents, business, and visitors.

Project Description:
The primary goals of this proposal are to educate and engage Cocoa's residents and businesses in the conversation of resiliency and assess impacts from sea level rise, flooding and surge. The East Central Florida Regional Planning Council will work with the City to develop educational visualizations and facilitate engagement opportunities relevant to resiliency and the future of the City. This innovative engagement and education process, combined with an assessment of the City's vulnerabilities, will guide the decision-making process for future development, infrastructure projects and programs to assist local economic growth and business resilience. This proposal is the first phase of a 4-step vision which includes the development of a "Resiliency/Disaster Preparedness Plan for Small Businesses", development of Adaptation Action Areas and related comprehensive plan goals, policies and strategies and the creation of a Sustainability Resiliency Plan. Through this grant, the project team will:

1) Conduct a vulnerability analysis and develop GIS Visualizations for education and engagement as related to sea level rise, frequent or "nuisance" flooding and storm surge;
2) Engage the residents and businesses in the City through online survey and workshops to enhance education on vulnerabilities and obtain input on priorities, policies, and resiliency and adaptation strategies for implementation;
3) Use the REMI model to estimate the economic impacts business loss due to periodic flood and compare to a scenario that implements an adaptation measure as determined through the project process.
4) Develop policies and recommendations for the City to consider for adoption into the comprehensive plan and implementation across various City departments

Community literacy and engagement is important to becoming more resilient along with understanding vulnerabilities and the capacity that current plans and policies have in planning for and implementing measures and projects that enhance the community's resiliency and economic sustainability. For this reason, the ECFRPC will focus on increasing climate literacy, assessing capacity and identifying vulnerabilities within the City through dissemination of educational materials, community workshops, on-line survey opportunities, GIS analysis and visualization techniques.

This proposal is timely in that it will provide necessary information and engagement opportunities to enhance the conversation with businesses in the community and begin to provide direction for the City

staff and administration to help support the economic integrity of these businesses when faced with a natural disaster or nuisance flooding. The efforts of this proposal will tie directly into the efforts of the City as they begin the discussion of how to help arm businesses with the appropriate tools and knowledge to be better prepared. This process and the public engagement process aims to transfer the ideas, lessons learned and methodology established in the successful Florida Department of Environmental Protection Coastal Partnership Initiative grant funded pilot project "Community Resiliency in the City of Satellite Beach" to the City of Cocoa, as well as other activities occurring simultaneously in the region. Through the FDEP CPI grant used in the City of Satellite Beach, the ECFRPC developed essential and rewarding partnerships which have moved other resiliency projects through the City of Satellite Beach. The proposal provides opportunity to create even more relationships with critical assets such as KSC, Port Canaveral, PAFB and others.

Through this proposal, ECFRPC will coordinate with the City to participate in at least 3 workshops with stakeholders, businesses and staff to discuss opportunities, vulnerabilities, and other needs which will be used for inclusion in the MetroQuest parameters. It is proposed to develop two surveys with one focusing on main stakeholder feedback and the second geared specifically for the business community. The outcome of the engagement surveys will help the City to develop adaptation strategies, priorities and actions and begin taking actionable steps. The final workshop will provide an overview of the survey results and potential strategies and next steps as well as other pertinent topics that may emerge during the engagement process.

The project team, at a minimum, will utilize the UF GeoPlan Sea Level Sketch Planning Tool to determine impacts to the City relative to the various rate curves. The team will assess the rate curves as identified by the city which will include at a minimum the 2013 USACE High curve. With direction and input from the stakeholders, and based on input from the East Central Florida Regional Resiliency Action Plan, it may be deemed necessary to also assess the NOAA 2017 Intermediate High and High rate curves or the 2012 NOAA curves. The team will also utilize other data from NOAA to assess the potential for frequent or "nuisance" flooding as well as modeling from the Tampa Bay Regional Planning Council which evaluates new storm surge impacts as sea levels rise. A vulnerability assessment using these data and parameters will evaluate facilities critical to City function, health and safety, and evacuation support, as well as all roadway facilities, business impacts, land use and social characteristics to help identify social vulnerabilities to better assist in public services and response. Findings will be compiled into a final report to include tables, charts, maps and text.

Understanding the economic impacts of increased flooding on businesses and the potential impacts of implementing adaptation scenarios is a necessary step to validate appropriate adaptation strategies that provide the greatest return and long-term solutions. The ECFRPC will use the REMI Model to assess the economic impacts of business interruption or loss from flooding and, through the outreach process results, work with the City to determine at least one adaptation scenario to analyze through economic modeling to assess retained, gained and lost revenue and other economic impacts associated with job loss/retention, new land use, and other parameters determined to be appropriate for the strategy.

To be truly effective to engage and educate the public about vulnerabilities and to use the information in messaging, visualization of the information in an easy to understand format is important. This is where ESRI's story maps can be utilized. The project team will create at least one-story map to tell the story of the data, analysis, findings and strategies. Additional visualization techniques may be developed.

Finally, using the resiliency portal developed by the ECFRPC and through other grant mechanisms, www.perilofflood.org, the final reports and links to the story maps will be made available for easy access to stakeholders and other communities.
The final deliverables will consist of:

- Vulnerability assessment report with maps, figures and charts focused on sea level rise, nuisance flooding and surge
- Summary of public engagement findings and processes
- Policy and recommendation report to include recommendations and draft policies for implementation by the City
- Economic impact findings report

Total Budget Summary:

	Grant
AGREEMENT TOTAL	**$ 77,200**

TOTAL GRANT FUNDS

Categories	Task 1	TOTAL BY CATEGORY
Contractual	$77,200	$77,200
SUB-TOTAL BY TASK	$77,200	$77,200

All materials created will include DEP, NOAA, and FCMP logos. A sample or electronic version is required to be sent to angel.baratta@floridadep.gov or 3900 Commonwealth Blvd, MS 235, Tallahassee, FL 32399-3000, to receive prior approval from the FCMP Administrator. (See paragraph 27(A) of the grant agreement for details.)

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task	Deliverable	Start Date	End Date	Deliverable Due Date
1	Vulnerability Assessment	10/1/2018	6/1/2019	6/15/2019
1	Economic impact findings report	10/1/2018	6/1/2019	6/15/2019
1	Public Meetings (agendas, sign ins, presentations, and summaries) and Online Survey Results	10/1/2018	6/1/2019	6/15/2019
1	Policy and recommendation report to include recommendations and draft policies for implementation by the City	10/1/2018	6/1/2019	6/15/2019

TASKS AND DELIVERABLES

Task 1 Description: Public Engagement, Assessments and Policy Development to include the following

1) Conduct a vulnerability analysis and develop GIS Visualizations for education and engagement as related to sea level rise, frequent or "nuisance" flooding and storm surge;
2) Engage the residents and businesses in the City through online survey and workshops to enhance education on vulnerabilities and obtain input on priorities, policies, and resiliency and adaptation strategies for implementation;
3) Use the REMI model to estimate the economic impacts business loss due to periodic flood and compare to a scenario that implements an adaptation measure as determined through the project process.

4) Develop Peril of Flood and Adaptation Actin Area policies and recommendations for the City to consider for adoption into the comprehensive plan; and
5) Create an Action Plan for the City to implement through various departments and programs.

Staff will coordinate with the City to participate in at least 3 workshops with stakeholders and staff to discuss vulnerabilities and gather input concerning issues, opportunities, and needs which will be used for inclusion in the MetroQuest parameters. The final workshop will provide an overview of the survey results, potential strategies and policy language and next steps as well as other pertinent topics that may emerge during the engagement process. The outcome of the engagement tool will help the City to develop proposed strategies, priorities and policies to address resiliency and actionable steps. These will form the core of the presentation at the final workshop.

The project team will conduct a vulnerability assessment to sea level rise, frequent or "nuisance" flooding as well as modeling from the Tampa Bay Regional Planning Council which evaluates new storm surge impacts as sea levels rise. A vulnerability assessment using these data and parameters will evaluate facilities critical to City function, health and safety, and evacuation support, as well as all roadway facilities, business impacts and land use and social characteristics to help identify social vulnerabilities to better assist in public services and response. Findings will be compiled into a final report to include tables, charts, maps and text.

The ECFRPC will use the REMI, Inc. Model to estimate the economic impacts of business loss due to periodic flood and compare to a scenario that implements an adaptation measure as determined through the project process. Findings will be compiled into a final report to include tables, charts, maps and text. The project team will create at least one (1) Storymap to tell the story of the data, analysis, findings and strategies. Additional visualization techniques may also be used in addition to the story map.

Deliverables: A copy of all subcontractor agreements with the City of Cocoa for this project. The final project report will include summaries of the public engagement process; major findings; policy and strategy recommendations; vulnerability assessment, and economic impact analysis. Appendixes will contain workshop agendas, sign-in sheets, survey results, maps, GIS metadata, and other relevant graphics, and data. The final report and links to the Storymap will also be available on the Peril of Flood website.

Due Date/Frequency/Performance Period: June 15, 2019

Performance Measure: The Department will review the deliverable(s) to ensure it meets the specifications provided in the Task Description, above.

Funding for Task:

Category	Grant Funds
Contractual:	$77,200
TASK TOTAL:	**$77,200**

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends $500,000 ($750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.

3. If the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than $500,000 (or $750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of Commerce, National Oceanic and Atmospheric Administration	11.419	Coastal Zone Management Program Administration	$77,200	140061

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$77,200	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA COASTAL MANAGEMENT PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.

2. The following is added to paragraph 8.h., Annual Appropriation Contingency, Attachment 1, Standard Terms and Conditions:

   The State's performance and obligation to pay under this Agreement is also contingent upon the availability of federal funding and grants from NOAA.

3. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:

   a. Quarterly Reports. The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

   b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

4. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement, Attachment 3, Grant Work Plan, and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Coastal Partnership Initiative program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.

5. Copyright, Patent and Trademark. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) and the Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state government purposes:

   a. The copyright in any work developed under a grant or contract under a grant.

   b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.

   c. All patent rights, copyrights and data rights must be in accordance with 2 CFR §200.315 and 37 CFR Part 401, as applicable.

6. Geospatial Data Collection and Sharing.

   a. Environmental data and information collected and/or created under this Agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or security requirements.

   b. The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at the time of award and, thereafter, will be posted with the published data. Environmental data and information produced under this award and which are made public must be accompanied by the following statement:

      "These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy."

      Current Federal Geospatial Data Committee (FGDC) standards can be found at: http://www.fgdc.gov/metadata/csdgm/. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization 19115, which may be adopted by the FGDC, is also acceptable.

   c. NOAA may, at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data. Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

7. Publications, Photographs, Audiovisuals & Signs.

   a. Before publishing or printing a final draft of any publication pertaining to this Agreement, such draft shall be sent to the Department's Grant Manager for review and approval. This does not apply to the required quarterly reports referred to in paragraph 10 of Attachment 1, Standard Terms and Conditions.

   b. Publications, printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the NOAA, Department and Florida Coastal Management Program (FCMP) logos (logos, which can be found at the Department's website at https://floridadep.gov/fco/fcmp/content/grants or by contacting the Department's Grant Manager for a copy) and the following statement on the cover or the first page:

      "This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA16NOS4190120. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA, the U.S. Department of Commerce, or any of their subagencies."

      The next printed line shall identify the month and year of the publication.

      The Grantee must receive approval in writing from the Department's Grant Manager before beginning production and distribution of any audiovisual (e.g., video, slides, etc.) funded under this Agreement. The Grantee must apply for approval at least thirty (30) days in advance. The

Grantee must also provide the Department's Grant Manager with shooting scripts, Exhibit G, Photographer & Model Release Forms (if applicable), and provide two (2) copies of the final audiovisual (e.g., video, slides, etc.) upon completion.

c. Publication of the results of research projects in appropriate professional journals is encouraged as an important method of recording and reporting scientific information. The Grantee is required to submit a copy to the Department when releasing information related to a funded project, which includes a statement that the project or effort undertaken was or is sponsored by the U.S. Department of Commerce. The Grantee is also responsible for assuring that every publication of material (including internet sites) based on or developed under an award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the statement shown in paragraph 7.b., above.

d. Sign Requirements for Construction Projects. The Grantee shall erect a sign at the site of any construction project, maintain it during construction and must remain at the site permanently. This requirement shall survive the completion date of the Agreement as established in the Standard Grant Agreement. The sign must be at least 2' x 3' in size; the colors should complement the surrounding area; and must include the NOAA, Department and FCMP logos (available online at https://floridadep.gov/fco/fcmp/content/grants) and the following language:

"The Florida Coastal Management Program funded this project with a grant from the NOAA Office of Ocean and Coastal Resource Management awarded under the Coastal Zone Management Act."

The next printed line shall identify the completion month and year of the project.

e. Acknowledgment Requirement for Interpretive Signs & Banners. Interpretive signs and banners must include the NOAA, Department and FCMP logos.

ATTACHMENT 8
Contract Provisions for Department of Commerce (DOC) Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
iii. Wholly or partly suspend or terminate this Contract.
iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
    a. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
iii. The Recipient 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 Recipient's legal duty to furnish information.

iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The Recipient 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 Recipient 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 Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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 Recipient 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of $2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply 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 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 pay wages not less than once a week. The Recipient must comply 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 Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of $150,000, the Recipient shall 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).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions 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."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

If the Federal funds exceed $100,000, the Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Grantees shall comply with regulations listed in 2 CFR Part 200, 2 CFR Part 1326, 48 CFR Part 31 and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Grantees, their employees, subrecipients under this award, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procure a commercial sex act during the period of time that the award is in effect; or
iii. Use forced labor in performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Grantee must comply with flood insurance requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Grantees must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors for the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Grantees shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013, and effective December 14, 2016, has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subwards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Grantee's or subcontractor's material failure to comply with the Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Recipient will notify the Grantee of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Grantee's rights upon termination and following termination

18. Additional Lobbying Requirements

i. The Grantee certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

iii. Pursuant to 2 CFR § 200.450 and 2 CFR § 200.454€, the Grantee is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Grantees shall comply with any and all applicable assurances made by the Department or the Grantee to the Federal Government during the Grant application process.

20. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Grantee shall take all affirmative steps necessary to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible, including those steps listed in 2 CFR § 200.321(b).

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF COMMERCE-SPECIFIC

21. Department of Commerce (DOC) Financial Assistance Terms and Conditions

Grantees shall comply with the U.S. Department of Commerce Financial Assistance Terms and Conditions, available online (http://www.osec.doc.gov/oam/grants_management/policy/default.htm) and incorporated by reference.

22. DOC Regulations

Grantee shall comply with the following regulations: 2 CFR 1300-1399, 15 CFR 8, 15 CFR 8a, 15 CFR 8b, 15 CFR 13, 15 CFR 20, and 15 CFR 28

23. Drug-Free Workplace

Grantee must make an on-going, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR Part 1329. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

24. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Grantee shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

25. Property Management Requirements

If the purchase of equipment is authorized under paragraph 20 of this Agreement, then the Grantee shall comply with the property management requirements set forth in 2 CFR §200.313. An inventory of all personal property/equipment

purchased under this Agreement shall be completed at least once every two (2) years and submitted to the Department's Grant Manager no later than January 31st for each year this Agreement is in effect.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA)-SPECIFIC

26. 26. Scientific Integrity, as established in the Department of Commerce Financial Assistance Alert 16-02 (January 13, 2016)

The NOAA Acquisition and Grants Office (AGO) has established the following policy to provide appropriate protections for all NOAA grants, financial assistance awards, and cooperative agreements:

a. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

d. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

27. Investigating Scientific Integrity or Scientific and Research Misconduct

a. *Inhibiting Investigation.* If the recipient or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants office and, unless otherwise constructed, the recipient or subrecipient shall:

i. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

ii. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

b. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

28. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Progress Report Form

Exhibit A

DEP Agreement No.:	CM743		
Grantee Name:	City of Cocoa		
Grantee Address:	65 Stone Street, Cocoa, FL 32922		
Grantee's Grant Manager:	Dorothy Selig	**Telephone No.:**	321-433-8510
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. CM743 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

Exhibit C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: CM743 Agreement Effective Dates: _____

Grantee: City of Cocoa Grantee's Grant Manager: Dorothy Selig

Mailing Address: 65 Stone Street, Cocoa, FL 32922

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE *(As authorized)*	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS
Salaries/Wages	$	$
Fringe Benefits	$	$
Indirect Cost	$	$
Contractual (Subcontractors)	$	$
Travel	$	$
TOTAL AMOUNT	$	$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$	
Less Total Cumulative Payment Requests of:	$	
TOTAL REMAINING IN TASK	$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ , on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee/Recipient)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply below:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____	_____
Grantee's Grant Manager Signature	Grantee's Fiscal Agent Signature
_____	_____
Print Name	Print Name
_____	_____
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

EXHIBIT F

DEP AGREEMENT NO. CM743

Community Based Resiliency in The City of Cocoa

City of Cocoa

Final Project Report

This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office for Coastal Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA**16NOS4190120**. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their subagencies.

Month & year

Final Project Report

Project Title

Executive Summary

Methodology

Outcome

Further Recommendations

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with CM####.
GRANTEE NAME: Enter the name of the grantee's agency.
PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.
NOAA AWARD NUMBER: Enter the NOAA award number as shown on the first page of the grant agreement.
MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. A draft should be submitted electronically to the Department's Grant Manager for approval. After approval by the Florida Coastal Management Program, one hard copy and an electronic copy shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

RESOLUTION NO. 2018-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 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 28th day of November, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6795033&GUID=E8227E37-670E-4391-A85A-C2954B73107B* is a secure document that has been embedded in this document. Double click the pushpin to view.



Legislation Details (With Text)

File #:	18-588	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/9/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2018 Budget, from within the Departments' Line Item Accounts, for Payroll, Benefits, Operating, and Capital Accounts, which may have become negative at year end, due to Accruals, Retirement Payouts, Changes in Health Care Benefits, Additional Overtime and Unforeseen Expenses. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2018.pdf FY18 Year-End Budget Adjustment Transfers FY18 Year-End Budget Adjustment Amendments				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 9, 2018
Agenda Date: November 28, 2018
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the Fiscal Year 2018 Budget, from within the Departments' Line Item Accounts, for Payroll, Benefits, Operating, and Capital Accounts, which may have become negative at year end, due to Accruals, Retirement Payouts, Changes in Health Care Benefits, Additional Overtime and Unforeseen Expenses.

BACKGROUND:

During the fiscal year budgeting process, future expenses are sometimes calculated using historical information and forecasting, for the departments future needs. As such, throughout the year and then again at the end of the fiscal year, Finance reviews the previous year's budget, for any changes in payroll, retirement, health insurance or unforeseen expenses, which may have thrown any of the departments' accounts into a negative balance. Once this analysis is complete, and by the last City Council Meeting in November, a "shore up" of the line item budgets within the department occurs, and is presented to City Council.

Attached are two schedules related to the FY 2018 year-end budget cleanup. The Budget Transfer schedule shows the accounts and amounts that were required to be adjusted to cleanup account overages. The Budget Amendments schedule shows the accounts and amounts that required a

budget amendment.

The first budget amendment is related to correction of a budget transfer to fund the construction of three new fire stations. Council previously approved the transfer of up to $2,000,000 to fund the construction of the stations. Only a portion of the approved amount was transferred, and this amendment provides the additional funding needed to match actual construction costs. The second amendment provides additional funding in the Self-Insurance Fund. Amounts are budgeted in this fund at the beginning of the year as an estimate of anticipated costs. As the costs came in higher than anticipated, a budget amendment is required.

STRATEGIC PLAN CONNECTION:

Providing financial transparency with Budgeting.

BUDGETARY IMPACT:

See the attached Budget Adjustment Spreadsheet.

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2018 Budget, from within the Departments' Line Item Accounts, for Payroll, Benefits, Operating, and Capital Accounts, which may have become negative at year, due to Accruals, Retirement Payouts, Changes in Health Care Benefits, Additional Overtime and Unforeseen Expenses.

powered by Legistar™

RESOLUTION NO. 2018-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2018; 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, 2017, and ending on September 30, 2018, at a Special Meeting held on September 25, 2017, and said final budget was subsequently re-adopted and ratified by the City Council at a Special Meeting held on November 14, 2017 due to an advertisement error; 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 2017-2018 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 28th day of November, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

FY 2018

Budget Transfers

Budget Adjustment Tracking Sheet

Transfer	-
Acct Adjustment	-
Project Adjustment	-
Amendment	-

#	Date	Type	Name	Account #	Amount	Project	Council Date	Agenda #	Resolution
FUND 001 GENERALFUND									
DEPT 11 CITYMANAGER									
		Transfer	EXECUTIVE / REGULAR SALARIES & WAGES	001-1100-512.12-00	(10,411)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-1100-512.12-12	71		11/28/2018	18-588	
		Transfer	EXECUTIVE / SPECIAL PAY	001-1100-512.15-00	600		11/28/2018	18-588	
		Transfer	EXECUTIVE / LIFE/HEALTH INSURANCE	001-1100-512.23-00	9,515		11/28/2018	18-588	
		Transfer	EXECUTIVE / CAFETERIA PLAN	001-1100-512.27-00	225		11/28/2018	18-588	
		Transfer	EXECUTIVE / OPERATING SUPPLIES	001-1100-512.52-00	(50)		11/28/2018	18-588	
		Transfer	EXECUTIVE / TRAINING	001-1100-512.55-00	50		11/28/2018	18-588	
		Transfer	INFORMATION SYSTEMS / REGULAR SALARIES & WAGES	001-1103-516.12-00	(2,187)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-1103-516.12-12	2,187		11/28/2018	18-588	
		Transfer	INFORMATION SYSTEMS / OPERATING SUPPLIES	001-1103-516.52-00	(6,422)		11/28/2018	18-588	
		Transfer	INFORMATION SYSTEMS / TRAINING	001-1103-516.55-00	680		11/28/2018	18-588	
		Transfer	MACHINERY & EQUIPMENT / IT HARDWARE	001-1103-516.64-15	5,742		11/28/2018	18-588	
TOTAL CITY MANAGER					-				
DEPT 15 FINANCE									
		Transfer	FINANCE/ADMINISTRATIVE / REGULAR SALARIES & WAGES	001-1500-513.12-00	(15,309)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / RETIREMENT	001-1500-513.22-00	5,527		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / LIFE/HEALTH	001-1500-513.23-00	9,782		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / OPERATING SUPPLIES	001-1500-513.52-00	(282)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / MEMBERSHIP	001-1500-513.54-00	282		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / REGULAR SALARIES & WAGES	001-1505-513.12-00	(208)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / FICA TAXES	001-1505-513.21-00	111		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / RETIREMENT	001-1505-513.22-00	97		11/28/2018	18-588	
		Transfer	WATER SEWER / REGULAR SALARIES & WAGES	001-1510-536.12-00	(15,473)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-1510-536.12-12	270		11/28/2018	18-588	
		Transfer	WATER SEWER / OVERTIME	001-1510-536.14-00	835		11/28/2018	18-588	
		Transfer	WATER SEWER / LIFE/HEALTH INSURANCE	001-1510-536.23-00	13,918		11/28/2018	18-588	
		Transfer	WATER SEWER / CAFETERIA PLAN	001-1510-536.27-00	450		11/28/2018	18-588	
TOTAL FINANCE					-				
DEPT 16 GENERAL OPERATIONS									
		Transfer	FINANCE/ADMINISTRATIVE / OTHER CHARGES & OBLIG.	001-1600-513.49-00	(64,000)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / PROFESSIONAL SERVICES	001-1600-513.31-00	(41,000)		11/28/2018	18-588	
		Transfer	PROFESSIONAL SERVICES / LEGAL EXPENSES	001-1600-513.31-01	(7,000)		11/28/2018	18-588	
		Transfer	PROFESSIONAL SERVICES / MEDICAL SERVICES	001-1600-513.31-02	(9,000)		11/28/2018	18-588	

FY 2018

Budget Transfers

Budget Adjustment Tracking Sheet

#	Date	Type	Name	Account #	Amount	Project	Council Date	Agenda #	Resolution
		Transfer	PROFESSIONAL SERVICES / EMPLOYEE HEALTH CENTER	001-1600-513.31-03	(9,000)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / INSURANCE	001-1600-513.45-00	(4,743)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / OTHER SALARIES	001-1600-513.13-00	1,269		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / FICA TAXES	001-1600-513.21-00	97		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / LIFE/HEALTH INSURANCE	001-1600-513.23-00	23,046		11/28/2018	18-588	
		Transfer	OTHER CHARGES & OBLIG. / BAD DEBT EXPENSE	001-1600-513.49-07	594		11/28/2018	18-588	
		Transfer	OTHER CHARGES & OBLIG. / OBSOLETE IN	001-1600-513.49-15	14,751		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / AIDS TO GOV	001-1600-513.81-00	1		11/28/2018	18-588	
		Transfer	INTERFUND TRANSFER / TRANSFER TO DEBT FUND	001-1600-581.91-20	82,559		11/28/2018	18-588	
		Transfer	EMERGENCY/DISASTER SVS / INFRASTRUCTURE	001-1601-525.63-00	12,426	ES17HI	11/28/2018	18-588	
TOTAL GENERAL OPERATIONS					-				
DEPT 18 ADMINISTRATIVE SVCS									
		Transfer	FINANCE/ADMINISTRATIVE / REGULAR SALARIES & WAGES	001-1805-513.12-00	(150)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / CAFETERIA PLAN	001-1805-513.27-00	150		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / OPERATING SUPPLIES	001-1805-513.52-00	(224)		11/28/2018	18-588	
		Transfer	FINANCE/ADMINISTRATIVE / POSTAGE & FRIGHT	001-1805-513.42-00	224		11/28/2018	18-588	
TOTAL ADMINISTRATIVE SVCS					-				
DEPT 21 LAW ENFORCEMENT									
		Transfer	LAW ENFORCEMENT / REGULAR SALARIES & WAGES	001-2100-521.12-00	(44,117)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / SALARIES	001-2100-521.12-06	286		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-2100-521.12-12	425		11/28/2018	18-588	
		Transfer	RETIREMENT CONTRIBUTIONS / STATE CONTRIBUTION	001-2100-521.22-02	25,078		11/28/2018	18-588	
		Transfer	LAW ENFORCEMENT / LIFE/HEALTH INSURANCE	001-2100-521.23-00	18,328		11/28/2018	18-588	
		Transfer	LAW ENFORCEMENT / OPERATING SUPPLIES	001-2100-521.52-00	(620)		11/28/2018	18-588	
		Transfer	LAW ENFORCEMENT / TRAINING	001-2100-521.55-00	620		11/28/2018	18-588	
		Transfer	LAW ENFORCEMENT / REGULAR SALARIES & WAGES	001-2101-521.12-00	(20,188)		11/28/2018	18-588	
		Transfer	LAW ENFORCEMENT / LIFE/HEALTH INSURANCE	001-2101-521.23-00	20,188		11/28/2018	18-588	
		Transfer	PROTECTIVE INSPECTIONS / REGULAR SALARIES & WAGES	001-2132-524.12-00	(3,339)		11/28/2018	18-588	
		Transfer	PROTECTIVE INSPECTIONS / LIFE/HEALTH	001-2132-524.23-00	3,139		11/28/2018	18-588	
		Transfer	PROTECTIVE INSPECTIONS / CAFETERIA PLAN	001-2132-524.27-00	200		11/28/2018	18-588	
TOTAL LAW ENFORCEMENT					-				
DEPT 22 FIRE DEPARTMENT									
		Transfer	FIRE CONTROL / REGULAR SALARIES & WAGES	001-2200-522.12-00	(1,153)		11/28/2018	18-588	
		Transfer	FIRE CONTROL / SPECIAL PAY	001-2200-522.15-00	220		11/28/2018	18-588	
		Transfer	RETIREMENT CONTRIBUTIONS / FIREFIGHTER	001-2200-522.22-01	733		11/28/2018	18-588	
		Transfer	FIRE CONTROL / CAFETERIA PLAN	001-2200-522.27-00	200		11/28/2018	18-588	
		Transfer	FIRE CONTROL / OPERATING SUPPLIES	001-2200-522.52-00	(557)		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / FUEL, OIL, & LUBRICATES	001-2200-522.52-30	557		11/28/2018	18-588	
		Transfer	FIRE CONTROL / REGULAR SALARIES & WAGES	001-2201-522.12-00	(2,557)		11/28/2018	18-588	
		Transfer	FIRE CONTROL / OTHER SALARIES & WAGES	001-2201-522.13-00	(11,000)		11/28/2018	18-588	

FY 2018

Budget Transfers

Budget Adjustment Tracking Sheet

#	Date	Type	Name	Account #	Amount	Project	Council Date	Agenda #	Resolution
		Transfer	FIRE CONTROL / REGULAR SALARIES & WAGES	001-2201-522.22-01	(84,000)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-2201-522.12-12	808		11/28/2018	18-588	
		Transfer	FIRE CONTROL / OVERTIME	001-2201-522.14-00	17,507		11/28/2018	18-588	
		Transfer	FIRE CONTROL / SPECIAL PAY	001-2201-522.15-00	23,295		11/28/2018	18-588	
		Transfer	FIRE CONTROL / FICA TAXES	001-2201-522.21-00	1,327		11/28/2018	18-588	
		Transfer	FIRE CONTROL / LIFE/HEALTH INSURANCE	001-2201-522.23-00	54,470		11/28/2018	18-588	
		Transfer	FIRE CONTROL / CAFETERIA PLAN	001-2201-522.27-00	150		11/28/2018	18-588	
		Transfer	FIRE CONTROL / REPAIRS & MAINTENANCE	001-2201-522.46-00	(290)		11/28/2018	18-588	
		Transfer	REPAIRS & MAINTENANCE / HYDRANT FEES	001-2201-522.46-05	290		11/28/2018	18-588	
TOTAL FIRE DEPARTMENT					-				
DEPT 32 COMMUNITY DEVELOPMENT									
		Transfer	COMPREHENSIVE PLANNING / REGULAR SALARIES & WAGES	001-3200-515.12-00	(10,339)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-3200-515.12-12	10,339		11/28/2018	18-588	
		Transfer	COMPREHENSIVE PLANNING / CONTRACT SERVICES	001-3200-515.34-00	(5,970)		11/28/2018	18-588	
		Transfer	COMPREHENSIVE PLANNING / OTHER CHARGES	001-3200-515.49-00	2,433		11/28/2018	18-588	
		Transfer	COMPREHENSIVE PLANNING / LAND	001-3200-515.61-00	3,537		11/28/2018	18-588	
		Transfer	OTHER ECONOMIC ENVIRON / REGULAR SALARIES & WAGES	001-3205-559.12-00	(3,497)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-3205-559.12-12	3,497		11/28/2018	18-588	
		Transfer	OTHER ECONOMIC ENVIRON / OPERATING SUPPLIES	001-3205-559.52-00	(47)		11/28/2018	18-588	
		Transfer	OTHER ECONOMIC ENVIRON / COMMUNICATIIONS	001-3205-559.41-00	47		11/28/2018	18-588	
		Transfer	SPECIAL EVENTS / REGULAR SALARIES & WAGES	001-3290-574.12-00	(198)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-3290-574.12-12	48		11/28/2018	18-588	
		Transfer	SPECIAL EVENTS / CAFETERIA PLAN	001-3290-574.27-00	150		11/28/2018	18-588	
		Transfer	SPECIAL EVENTS / OPERATING SUPPLIES	001-3290-574.52-00	(1,605)		11/28/2018	18-588	
		Transfer	SPECIAL EVENTS / OTHER CHARGES & OBLIGATIONS	001-3290-574.49-00	1,605		11/28/2018	18-588	
TOTAL COMMUNITY DEVELOPMENT					-				
DEPT 35 PUBLIC WORKS									
		Transfer	OTHER GEN GOVT SERVICES / REGULAR SALARIES & WAGES	001-3500-519.12-00	(306)		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / LIFE/HEALTH INSURANCE	001-3500-519.23-00	306		11/28/2018	18-588	
		Transfer	REPAIRS & MAINTENANCE / REPAIR/MAINT BUILDING	001-3500-519.46-00	(121)		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / OTHER CHARGES	001-3500-519.49-00	121		11/28/2018	18-588	
		Transfer	ROAD & STREET FACILITIES / REGULAR SALARIES & WAGES	001-3510-541.12-00	(1,096)		11/28/2018	18-588	
		Transfer	ROAD & STREET FACILITIES / OVERTIME	001-3510-541.14-00	57		11/28/2018	18-588	
		Transfer	ROAD & STREET FACILITIES / LIFE/HEALTH INSURANCE	001-3510-541.23-00	1,019		11/28/2018	18-588	
		Transfer	ROAD & STREET FACILITIES / CAFETERIA PLAN	001-3510-541.27-00	20		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / REGULAR SALARIES & WAGES	001-3520-572.12-00	(6,829)		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / OTHER SALARIES	001-3520-572.13-00	1,004		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / CLOTHING/SHOE	001-3520-572.20-00	55		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / FICA TAXES	001-3520-572.21-00	423		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / RETIREMENT CONTIBUTIONS	001-3520-572.22-00	2,982		11/28/2018	18-588	

FY 2018

Budget Transfers

Budget Adjustment Tracking Sheet

#	Date	Type	Name	Account #	Amount	Project	Council Date	Agenda #	Resolution
		Transfer	PARKS AND RECREATION / REGULAR SALARIES & WAGES	001-3520-572.23-00	2,365		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / CONTRACT SERVICES	001-3520-572.34-00	(2,385)		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / REPAIRS & MAINTENANCE	001-3520-572.46-00	1,625		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / OPERATING SUPPLIES	001-3520-572.52-00	685		11/28/2018	18-588	
		Transfer	PARKS AND RECREATION / MEMBERSHIP/PUBLICATIONS	001-3520-572.54-00	75		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / REGULAR SALARIES & WAGES	001-3540-519.12-00	(8,944)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	001-3540-519.12-12	4,196		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / OVERTIME	001-3540-519.14-00	202		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / LIFE/HEALTH INSURANCE	001-3540-519.23-00	4,446		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / CAFETERIA PLAN	001-3540-519.27-00	100		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / JANITORIAL SUPPLIES	001-3540-519.52-07	(308)		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / OPERATING	001-3540-519.52-00	308		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / REGULAR SALARIES & WAGES	001-3560-519.12-00	(1,265)		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / STATE GOVT	001-3560-519.20-00	110		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / LIFE/HEALTH INSURANCE	001-3560-519.23-00	1,055		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / CAFETERIA PLAN	001-3560-519.27-00	100		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / REGULAR SALARIES & WAGES	001-3580-519.12-00	(2,208)		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / LIFE/HEALTH INSURANCE	001-3580-519.23-00	2,208		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / FUEL, OIL, & LUBRICANTS	001-3580-519.52-30	(119)		11/28/2018	18-588	
		Transfer	OTHER GEN GOVT SERVICES / OPERATING	001-3580-519.52-00	119		11/28/2018	18-588	
TOTAL PUBLIC WORKS					-				
TOTAL GENERAL FUND					-				
FUND 103 CDBG									
DEPT 32 COMMUNITY DEVELOPMENT									
		Transfer	HOUSING & URBAN DEVELOP. / REGULAR SALARIES & WAGES	103-3240-554.12-00	(239)		11/28/2018	18-588	
		Transfer	HOUSING & URBAN DEVELOP. / LIFE/HEALTH	103-3240-554.23-00	219		11/28/2018	18-588	
		Transfer	HOUSING & URBAN DEVELOP. / CAFETERIA PLAN	103-3240-554.27-00	20		11/28/2018	18-588	
TOTAL COMMUNITY DEVELOPMENT					-				
TOTAL CDBG					-				
FUND 105 SHIP/COCOA HOUSING TRUST									
DEPT 32 COMMUNITY DEVELOPMENT									
		Transfer	HOUSING & URBAN DEVELOP. / REGULAR SALARIES & WAGES	105-3240-554.12-00	(60)		11/28/2018	18-588	
		Transfer	HOUSING & URBAN DEVELOP. / LIFE/HEALTH	105-3240-554.23-00	55		11/28/2018	18-588	
		Transfer	HOUSING & URBAN DEVELOP. / CAFETERIA PLAN	105-3240-554.27-00	5		11/28/2018	18-588	
TOTAL COMMUNITY DEVELOPMENT					-				
TOTAL SHIP/COCOA HOUSING TRUST					-				
FUND 110 COCOA REDEVELOPMENT AGENCY FUND									
DEPT 32 COMMUNITY DEVELOPMENT									
		Transfer	OTHER ECONOMIC ENVIRON / REGULAR SALARIES & WAGES	110-3230-559.12-00	(36)		11/28/2018	18-588	
		Transfer	OTHER ECONOMIC ENVIRON / OVERTIME	110-3230-559.14-00	36		11/28/2018	18-588	

FY 2018

Budget Transfers

Budget Adjustment Tracking Sheet

#	Date	Type	Name	Account #	Amount	Project	Council Date	Agenda #	Resolution
TOTAL COMMUNITY DEVELOPMENT					-				
TOTAL COCOA REDEVELOPMENT AGENCY FUND					-				
FUND 111 CRA DIAMOND SQUARE									
DEPT 32 COMMUNITY DEVELOPMENT									
		Transfer	OTHER ECONOMIC ENVIRON / REGULAR SALARIES & WAGES	111-3230-559.12-00	(12)		11/28/2018	18-588	
		Transfer	OTHER ECONOMIC ENVIRON / OVERTIME	111-3230-559.14-00	12		11/28/2018	18-588	
TOTAL COMMUNITY DEVELOPMENT					-				
TOTAL CRA DIAMOND SQUARE					-				
FUND 421 WATER/SEWER ENTERPRISE									
DEPT 15 FINANCE									
		Transfer	WATER SEWER / REGULAR SALARIES & WAGES	421-1515-536.12-00	(9,452)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	421-1515-536.12-12	7,217		11/28/2018	18-588	
		Transfer	WATER SEWER / OTHER SALARIES & WAGES	421-1515-536.13-00	2,180		11/28/2018	18-588	
		Transfer	WATER SEWER / CLOTHING/SHOE ALLOWANCE	421-1515-536.20-00	55		11/28/2018	18-588	
		Transfer	WATER SEWER / OPERATING SUPPLIES	421-1515-536.52-00	(96)		11/28/2018	18-588	
		Transfer	WATER SEWER / TRAVEL AND PER DIEM	421-1515-536.40-00	79		11/28/2018	18-588	
		Transfer	WATER SEWER / OTHER CHARGES & OBLIG.	421-1515-536.49-00	17		11/28/2018	18-588	
TOTAL FINANCE					-				
DEPT 40 UTILITIES - WATER									
		Transfer	WATER SEWER / REGULAR SALARIES & WAGES	421-4010-536.12-00	(82,680)		11/28/2018	18-588	
		Transfer	WATER SEWER / OVERTIME	421-4010-536.14-00	592		11/28/2018	18-588	
		Transfer	WATER SEWER / LIFE/HEALTH INSURANCE	421-4010-536.23-00	8,664		11/28/2018	18-588	
		Transfer	WATER SEWER / OTHER CHARGES & OBLIG.	421-4010-536.49-00	18,200		11/28/2018	18-588	
		Transfer	OTHER CHARGES & OBLIG. / BAD DEBT EXPENSE	421-4010-536.49-07	41,299		11/28/2018	18-588	
		Transfer	OTHER CHARGES & OBLIG. / OBSOLETE INVENTORY	421-4010-536.49-15	13,866		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / FUEL, OIL, & LUBRICANTS	421-4010-536.52-30	59		11/28/2018	18-588	
		Transfer	WATER SEWER / REGULAR SALARIES & WAGES	421-4020-536.12-00	(17,542)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	421-4020-536.12-12	1,751		11/28/2018	18-588	
		Transfer	WATER SEWER / OTHER SALARIES & WAGES	421-4020-536.13-00	16		11/28/2018	18-588	
		Transfer	WATER SEWER / OVERTIME	421-4020-536.14-00	15,775		11/28/2018	18-588	
		Transfer	WATER SEWER / OPERATING SUPPLIES	421-4020-536.52-00	(3,196)		11/28/2018	18-588	
		Transfer	WATER SEWER / PROFESSIONAL SERVICES	421-4020-536.31-00	733		11/28/2018	18-588	
		Transfer	WATER SEWER / RENTAL AND LEASES	421-4020-536.44-00	1,092		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / FUEL, OIL, & LUBRICANTS	421-4020-536.52-30	1,371		11/28/2018	18-588	
		Transfer	WATER SEWER / REGULAR SALARIES & WAGES	421-4025-536.12-00	(9,101)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	421-4025-536.12-12	9,101		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / CHEMICALS	421-4025-536.52-09	(9,481)		11/28/2018	18-588	
		Transfer	WATER SEWER / OTHER CHARGES & OBLIG.	421-4025-536.49-00	172		11/28/2018	18-588	
		Transfer	WATER SEWER / OPERATING SUPPLIES	421-4025-536.52-00	9,284		11/28/2018	18-588	
		Transfer	WATER SEWER / TRAINING	421-4025-536.55-00	25		11/28/2018	18-588	

FY 2018

Budget Transfers

Budget Adjustment Tracking Sheet

#	Date	Type	Name	Account #	Amount	Project	Council Date	Agenda #	Resolution
		Transfer	WATER SEWER / OPERATING SUPPLIES	421-4025-536.52-00	(904)		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / FUEL, OIL, & LUBRICANTS	421-4055-536.52-30	904		11/28/2018	18-588	
TOTAL UTILITIES- WATER					-				
DEPT 41 UTILITIES SEWER									
		Transfer	WATER SEWER / REGULAR SALARIES & WAGES	421-4120-536.12-00	(8,020)		11/28/2018	18-588	
		Transfer	WATER SEWER / OVERTIME	421-4120-536.14-00	51		11/28/2018	18-588	
		Transfer	WATER SEWER / LIFE/HEALTH INSURANCE	421-4120-536.23-00	7,969		11/28/2018	18-588	
		Transfer	WATER SEWER / OPERATING SUPPLIES	421-4120-536.52-00	(53)		11/28/2018	18-588	
		Transfer	REPAIRS & MAINTENANCE / REPAIR/MAINT	421-4120-536.46-03	53		11/28/2018	18-588	
		Transfer	WATER SEWER / REGULAR SALARIES & WAGES	421-4125-536.12-00	(5,807)		11/28/2018	18-588	
		Transfer	WATER SEWER / OVERTIME	421-4125-536.14-00	5,607		11/28/2018	18-588	
		Transfer	WATER SEWER / CAFETERIA PLAN	421-4125-536.27-00	200		11/28/2018	18-588	
TOTAL UTILITIES SEWER					-				
TOTAL WATER/SEWER ENTERPRISE					-				
FUND 423 STORMWATER UTILITY									
DEPT 35 PUBLIC WORKS									
		Transfer	STORMWATER UTILITY / REGULAR SALARIES & WAGES	423-3570-538.12-00	(2,504)		11/28/2018	18-588	
		Transfer	REGULAR SALARIES & WAGES / ACCRUAL PAYOUT	423-3570-538.12-12	308		11/28/2018	18-588	
		Transfer	STORMWATER UTILITY / OVERTIME	423-3570-538.14-00	2,196		11/28/2018	18-588	
		Transfer	REPAIRS & MAINTENANCE / REPAIR/MAINT-VEHICLES	423-3570-538.46-00	(5,280)		11/28/2018	18-588	
		Transfer	OTHER CHARGES & OBLIG. / OBSOLETE INVENTORY	423-3570-538.49-15	886		11/28/2018	18-588	
		Transfer	OPERATING SUPPLIES / FUEL, OIL, & LUBRICANTS	423-3570-538.52-30	4,394		11/28/2018	18-588	
TOTAL PUBLIC WORKS					-				
TOTAL STORMWATER UTILITY					-				

FY 2018

Budget Amendments

Budget Adjustment Tracking Sheet

Total Budget Adjustments by Type:	
Transfer	-
Acct Adjustment	-
Project Adjustment	-
Amendment	2,129,818

#	Date	Type	Name	Account #	Amount	Project	Council Date	Agenda #	Resolution
To provide cash replenishment for fire stations construction in the Capital Projects Fund									
REVENUES									
FUND BALANCE									
		Amendment	BALANCE FORWARD / FUND BAL-APPROP. RESERVES	001-0000-389.99-50	566,403		11/28/2018	18-588	
TOTAL REVENUES					566,403				
FUND 001 GENERAL FUND									
		Amendment	INTERFUND TRANSFER / GF CAPITAL PROJECTS 301	001-1600-581.91-30	566,403		11/28/2018	18-588	
TOTAL GENERAL OPERATIONS					566,403				
FUND 301 CAPITAL PROJECTS FUND									
REVENUES									
		Amendment	TRANSFER FROM / GENERAL FUND (001)	301-0000-381.91-01	566,403		11/28/2018	18-588	
		Amendment	BALANCE FORWARD / FUND BAL-APPROP. RESERVES	301-0000-389.99-50	(566,403)		11/28/2018	18-588	
TOTAL CAPITAL PROJECTS FUND					-				
To provide additional revenue in the Health Insurance Fund to meet health insurance costs									
FUND 530 HEALTH INSURANCE FUND									
DEPT 18 ADMINISTRATIVE SVCS									
		Amendment	GENERAL GOVERNMENT / INTERNAL SERVICE FEES	530-0000-341.20-00	498,506		11/28/2018	18-588	
		Amendment	FINANCE/ADMINISTRATIVE / LIFE/HEALTH	530-1801-513.23-00	470,913		11/28/2018	18-588	
		Amendment	FINANCE/ADMINISTRATIVE / PROFESSIONAL SERVICES	530-1801-513.31-00	27,593		11/28/2018	18-588	
TOTAL ADMINISTRATIVE SVCS					997,012				
TOTAL HEALTH INSURANCE FUND					997,012				

2,129,818

Legislation Details (With Text)

File #:	18-589	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/9/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve a Resolution Amending the Fiscal Year 2019 Budget, through the use of Various Fund Balance Reserves created by the new Purchase Order Roll-Over Process. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NEW Budget Resolution FY 2019.pdf BAF 19-023 -FN-FY19 PO Rollover (11-28-18) Agenda - FY19.pdf FY18 to FY19 Rollover - Open POs				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 12, 2018
Agenda Date: November 28, 2018
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the Fiscal Year 2019 Budget, through the use of Various Fund Balance Reserves created by the new Purchase Order Roll-Over Process.

BACKGROUND:

At the end of Fiscal Year (FY) 2018, the individual departments request specific Purchase Orders (P.O.) for multi-year Capital Projects and/or operating purchases to remain open, and that the remaining balance on those P. O's be included within the FY 2019 Budget, or if the Project was scheduled to be completed in FY18 and was not budgeted in FY19, add additional funds to the Departments Budget. This essentially "shores up" the FY19 Budget. The amounts shown on the attachment to this agenda item relate to purchase orders that remained open after the end of FY18, all of which had gone through the appropriate approval process. As the vendors were issued the work under the existing purchase order, it is more efficient and effective to leave the existing purchase order open and "shore-up" the budget through formal City Council request to provide budget. Any amount that was not spent at the end of FY18 went back into fund balance reserves, and this agenda item is requesting to take the money back out of reserves in order to provide the necessary budget.

STRATEGIC PLAN CONNECTION:

To provide financial transparency with budgeting and the procurement processes.

BUDGETARY IMPACT:

Attached is a spreadsheet with a breakdown of the applicable Purchase Orders and the FY 2019 Budgetary Impact

PREVIOUS ACTION:

NA

RECOMMENDED MOTION:

Approve a Resolution Amending the Fiscal Year 2019 Budget, through the use of various Fund Balance Reserves, due to Capital Projects Budgets “Shore-Up”, created by the new Purchase Order Roll-Over Process

RESOLUTION NO. 2018-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 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 28th day of November, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6795048&GUID=904AC12E-59D0-456C-B363-14CE5BF0ABC9* is a secure document that has been embedded in this document. Double click the pushpin to view.



FY19 Purchase Order Budget Rollover
Open POs at the end of FY18 for Capital/Projects

Division	Adjustment Type	PO #	Vendor Name	Account #	Project #	Description of Work	Budget Needed
General Fund							
Revenues	Amendment		Fund Balance Reserves	001-0000-389.99-50			578,785
City Mgr	Amendment	73305	Monsido Inc	001-1100-512.49-00		Website ADA compliance	3,231
Emergency Services	Amendment	73217	Infrastructure Solutions	001-1601-525.63-00	ES17HI	Hurricane Irma Damages	35,074
Police Admin	Amendment	72771	Galls, Inc.	001-2100-521.52-00	PD14QT	Police Quartermaster	-
Fire Ops	Amendment	73007	A One Fire Equipment	001-2201-522.64-00	FD18FT	Fire Truck Refurb	90,520
Comm Dev Admin	Amendment	72368	Rich & Associates	001-3200-515.31-00		Parking Study of Village	4,888
	Amendment	72596	Bussen Mayer Engineering	001-3200-515.34-00		Plat Review of subdivision	-
Economic Dev	Amendment	72688	WSP USA	001-3205-559.31-00		Consulting for HUD Loan	7,112
PW Maint	Amendment	73101	Graybar Electric	001-3510-541.46-00		US1 Corridor Lighting	44,988
	Amendment	71996	Mead & Hunt	001-3510-541.63-00	PW17SI	Fiske Blvd Complete St	15,153
Fleet Mgmt	Amendment	73124	Faster Asset Solutions	001-3540-519.34-00		NAPA Parts Contract	8,000
Facility Management	Transfer	NA		001-3560-519.46-02	CP1501	Heart of Cocoa Meeting Roon	6,529
Capital Proj Mgmt	Amendment	73219	TSI Disaster	001-3580-519.63-00	ES17HI	Hurricane Irma Damages	303,900
	Transfer		TSI Disaster	001-3580-519.63-00	ES17HI	Hurricane Irma Damages	59,390

FY19 Purchase Order Budget Rollover
Open POs at the end of FY18 for Capital/Projects

Division	Adjustment Type	PO #	Vendor Name	Account #	Project #	Description of Work	Budget Needed
General Fund Subtotal							578,785
CDBG - Housing Fund							
Revenues	Amendment		Fund Balance / Fund Balance Restricted	103-0000-281.00-00			575
CDBG - Housing	Amendment	72370	Green Leaf Home	103-3240-554.83-00		Rehab Inspection Svcs	225
	Amendment	73083	Green Leaf Home	103-3240-554.83-00		Inspection Svcs	350
CDBG - Housing Fund Subtotal							575
SHIP - Housing Fund							
Revenues	Amendment		Fund Balance / Fund Balance Restricted	105-0000-281.00-00			2,230
SHIP - Housing		71802	Community Housing	105-3240-554.34-00		Housing Counseling	1,780
		72852	Brevard Appaisal	105-3240-554.83-00		425 Bernard Appraisal	450
SHIP - Housing Fund Subtotal							2,230
CRA - Cocoa Fund							
Revenues	Amendment		Fund Balance / Fund Balance Restricted	110-0000-281.00-00			15,075
CRA - Cocoa Fund							
CRA - Cocoa		73263	GAI Consultants	110-3230-559.31-00		Consultant Svcs	6,075
		73289	Morse Communications	110-3230-559.63-00	CD18LW	Lee Wenner Park	2,000
		73175	Wasdin Family	110-3230-559.83-00		Oleander St Façade Grant	7,000
CRA - Cocoa Fund Subtotal							15,075

FY19 Purchase Order Budget Rollover
Open POs at the end of FY18 for Capital/Projects

Division	Adjustment Type	PO #	Vendor Name	Account #	Project #	Description of Work	Budget Needed
Water and Sewer Fund							
Revenues	Amendment		Fund Balance / Reserves	421-0000-389.99-50			2,501,811
WS Admin		71322	Pace Analytical	421-4010-536.31-00		Required EPA Testing.	28,740
		73092	First Mobile Trust	421-4010-536.31-00		FDEP violation inserts	88
		73220	Carr Riggs Ingram	421-4010-536.31-00		Bond Certifications	1,800
		73127	Staples Inc	421-4010-536.47-00		Printing of FDEP inserts	-
WS Dyal		73274	Sealing resource	421-4020-536.42-00		Shipping	500
		73274	Sealing resource	421-4020-536.46-00		Sewage Grinder	6,395
		73306	Fluid Components	421-4020-536.46-00		Bubbler Box / Groundwater	3,380
		72996	CE Power Solutions	421-4020-536.55-00		Electrical Safety Ed Program	8,035
		72151	Petticoat-Schmitt	421-4020-536.63-00	WS18FR	Filters #5 and #6	507,254
		72441	CH2M Hill	421-4020-536.63-00	WS18SC	SCADA Server Replace	37,850
		72635	CH2M Hill	421-4020-536.63-00	WS18AS	TCR ATS / Pump Cntrl	22,131
WS WFO		72093	Bussen Mayer Engineering	421-4025-536.46-00	WS17CI	Cone Road Project	2,855
		72271	All Terrain Tractor	421-4025-536.46-00		Road restoration.	357,878
		72425	Jobear Contracting	421-4025-536.46-00	WS11VR	Valve improvement	116,131
	Transfer	72425	Jobear Contracting	421-4025-536.46-00	WS11VR	Valve improvement	52,265
		72691	Bussen Mayer Engineering	421-4025-536.46-00	WS11VR	Valve improvement	-
		73045	Bussen Mayer Engineering	421-4025-536.46-00		East Coast CC Fireline	2,208
		73266	Ferguson Enterprises	421-4025-536.46-00		Piping for Wilson St FM	1,650
		73273	Sunstate Meter	421-4025-536.46-00	WS09LM	Meter Station	4,268
WS Engineering		72690	Danella Construction	421-4055-536.31-00	WS17FO	Insp. Of fiber optic cable	34,307

FY19 Purchase Order Budget Rollover
Open POs at the end of FY18 for Capital/Projects

Division	Adjustment Type	PO #	Vendor Name	Account #	Project #	Description of Work	Budget Needed
		71619	Bussen Mayer Engineering	421-4055-536.63-00	WS17MI	Michigan Ave FM extension	33,785
		71688	Mead & Hunt	421-4055-536.63-00	WS18FB	Fiske Blvd Improvements	-
		71762	CH2M Hill	421-4055-536.63-00	WS1402	GW/SW Clearwell	77,906
		71880	Mead & Hunt	421-4055-536.63-00	WS1001	Industrial park pump station	5,497
		71924	Brandes Design-Build	421-4055-536.63-00	WS1001	Industrial park pump station	420,316
	Transfer	71924	Brandes Design-Build	421-4055-536.63-00	WS1001	Industrial park pump station	209,868
		71946	Bussen Mayer Engineering	421-4055-536.63-00	WS1309	SR 520	6,429
		71954	Bussen Mayer Engineering	421-4055-536.63-00	WS1431	N Trop. Trail Loop	488
		73011	CH2M Hill	421-4055-536.63-00	WS1404	CCRIP Design	-
		73291	Bussen Mayer Engineering	421-4055-536.63-00	WS0501	Survey for utility easement	-
		71958	CH2M Hill	421-4055-536.68-10	WS1210	Capital plan (water)	35,118
WS Sellers		72711	Barney's Pumps	421-4120-536.46-00		Replace Waste Water Pump	8,445
		71534	CDM Smith	421-4120-536.63-00	WS1222	BNR Improvements	-
		71957	Chinchor Electric	421-4120-536.63-00	WS1222	MCC 1-6 Improvements	-
	Transfer	71957	Chinchor Electric	421-4120-536.63-00	WS1222	MCC 1-6 Improvements	76,528
		71959	Brandes Design-Build	421-4120-536.63-00	WS1222	BNR Improvements	-
	Transfer	71959	Brandes Design-Build	421-4120-536.63-00	WS1222	BNR Improvements	219,098
		73312	Parkson Corporation	421-4120-536.63-00	WS18PB	Replace Bar Screen	-
		NA	CMMS Update	421-4120.536.63-00	WS17CM	Carollo Task Order 2018-03	72,799
WS Sewer Field Ops		72271	All Terrain Tractor	421-4125-536.46-00		Restoration Svcs	75,000
		72676	Mead & Hunt	421-4125-536.46-00	WS1410	LS 2 Control Panel	-
		72792	Barney's Pumps	421-4125-536.46-00	WS1141	Replace Lift Station Pumps	22,870
		72966	Redzone Robotics	421-4125-536.46-00	WS19MH	Manhole Asessment	-
		73271	Maxwell Contracting	421-4125-536.46-00	WS1141	LS19 Pump replacement	49,929
Water and Sewer Fund Subtotal							2,501,811

FY19 Purchase Order Budget Rollover
Open POs at the end of FY18 for Capital/Projects

Division	Adjustment Type	PO #	Vendor Name	Account #	Project #	Description of Work	Budget Needed
Stormwater Fund							
Revenues	Amendment		Fund Balance / Reserves	423-0000-389.99-50			12,329
Stormwater Fund		72889	Mead & Hunt	423-3570-538.31-00		Carry Forward from FY17	660
		72599	Trekker Tractor	423-3570-538.46-03		Repair of Case Backhoe	4,708
		71556	CEMEX	423-3570-538.63-00	PW08CG	Curb/ Gutter / Sidewalk Repl	3,703
		71997	Mead & Hunt	423-3570-538.63-00	PW17SI	Fiske Blvd Complete St	3,258
Stormwater Fund Subtotal							12,329
			Total PO Rollover Budget Requested				2,529,215

Legislation Details (With Text)

File #:	18-590	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	11/13/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve a Resolution Amending the FY 2019 Budget, accounting for all Bond Series 2018B New Money and moving all Utility Bond Related Project Expense Budgets from Water/Sewer Fund 421, to Water/Sewer Capital Project 2018B Fund 426, and each Funds Respective Fund Balance Reserve Accounts. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	NEW Budget Resolution FY 2019.pdf BAF 19-020 -FN-Series 2018B Revenue Bond (11-28-18) Agenda 18-590 - FY19 BAF 19-020 Series 2018B Bond Projects UT (Agenda 18-590).pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 13, 2018
Agenda Date: November 28, 2018
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
Approve a Resolution Amending the FY 2019 Budget, accounting for all Bond Series 2018B New Money and moving all Utility Bond Related Project Expense Budgets from Water/Sewer Fund 421, to Water/Sewer Capital Project 2018B Fund 426, and each Funds Respective Fund Balance Reserve Accounts.

BACKGROUND:

On August 14, 2018 City Council Authorized City Staff to proceed with the Bond Underwriters, to negotiate the sale of the Water and Sewer System Revenue Bonds (Series 2018B, New Money Bonds), to finance specific capital improvements to the Utility System. The closing of the Series 2018B Revenue Bond was held on October 3, 2018**,** with the issuance of $41,881,952.30 in new money.

Early on during the Fiscal Year 2019 budgeting process, City Staff budgeted $27,227,500 in Bond related projects within the Water/Sewer (W/S) Fund 421. However in the process of recording the bond transactions, a new Fund, the Water/Sewer (WS) Capital Projects 2018B Fund 426, has been created to better track all of the Bond related projects and spending of the bond proceeds. City Staff has recorded the total net Bond proceeds in the amount of $41,472,377 available for spending on the

capital projects listed below in Fund 426. In order to align the FY19 budgeted costs of $27,227,500 for the projects with the net bond proceeds that were recorded in Fund 426, all FY19 Bond budgeted project costs within WS Fund 421 need to be transferred to WS Fund 426, as well as amendments made to the respective Fund Balance Reserve Budgets.

Below is a list of the selected Water/Sewer Bond Projects:

Water/Sewer Capital Project 2018B

WS18MI Pineda Crossing 16" Water Main, WS0501 14" AC Wellfield, WS1404 CCRIP Design, CMAR, Construction, and Security Construction, WS1201 Pipe Infrastructure (Chase) and (SR520), WS18FB Fiske Boulevard, WS18AS Clearwell Transfer Pumps and ATS, WS18DP, Clarifier Pipe Replacement, WS19FR GW Filter 1-6 Rehab, WS19CC Cape Canaveral-West Central Boulevard, WS18SW Filter Covers Surface Water, WS16SF Flow Improvements Sellers, WS0904 CIPP Rehabilitation, WS19LR Cidco Ladder Replacement D&C, WS19BB Auto Filter Backwash and WS17MI Michigan Avenue Construction.

Attached is a detailed accounting of the entries moving the monies to the newly created Fund WS Fund Capital Projects 2018B (426).

STRATEGIC PLAN CONNECTION:

Goal1.1(a) Work with a financial consultant to annually update a financial analysis model. Throught he analysis it was determined the revenue from debt proceeds would be necessary in order to fulfil the necessary capital program.

BUDGETARY IMPACT:

Budget Amendment # 2019-020 is attached, with the detailed entries for both WS Fund 421 and WS Fund 426.

PREVIOUS ACTION:

On August 14, 2018 City Council Authorized City Staff to proceed with the Bond Underwriters, to negotiate the sale of the Water and Sewer System Revenue Bonds (Series 2018B, New Money Bonds), to finance specific capital improvements to the Utility System.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2019 Budget, accounting for all Bond Series 2018B New Money and moving all Utility Bond Related Project Expense Budgets from Water/Sewer Fund 421, to

Water/Sewer Capital Project 2018B Fund 426, and each Funds Respective Fund Balance Reserve Accounts.

.

powered by Legistar™

RESOLUTION NO. 2018-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 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 28th day of November, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6795042&GUID=CE4F43F9-51DB-413C-BAE8-D69D944D29C1* is a secure document that has been embedded in this document. Double click the pushpin to view.



FY 2019

Budget Adjustment Tracking Sheet

#	Date	Type	Name	Account #	Amount	Project	Group Date	Group #	Council Date	Agenda #	Resolution	Online
2019-20	Dyal	Amendment	Dyal Surface Water Well	421-4020-536.63-00	**(600,000)**	WS18SW			11/28/2018	18-590		
2019-20	Dyal	Amendment	Filter Rehab 1-5	421-4020-536.63-00	**(500,000)**	WS19FR			11/28/2018	18-590		
2019-20	Dyal	Amendment	Automatic Transfer Switch	421-4020-536.63-00	**(506,413)**	WS18AS			11/28/2018	18-590		
2019-20		Amendment	WS Fund Balance Reserves	421-0000-389.99-50	(1,606,413)				11/28/2018	18-590		
2019-20												
2019-20												
2019-20	Eng.	Amendment	Raw Water Pipeline Upgrade	421-4055-536.63-00	**(1,997,743)**	WS0501			11/28/2018	18-590		
2019-20	Eng.	Amendment	Pipe Infrastructure	421-4055-536.63-00	**(2,461,274)**	WS1201			11/28/2018	18-590		
2019-20	Eng.	Amendment	Dyal Chemical Conversion	421-4055-536.63-00	**(5,200,000)**	WS1404			11/28/2018	18-590		
2019-20	Eng.	Amendment	Michigan Ave. Forced Main	421-4055-536.63-00	**(698,664)**	WS17MI			11/28/2018	18-590		
2019-20	Eng.	Amendment	Dyal Groundwater WTP Reactor	421-4055-536.63-00	**(330,000)**	WS18DP			11/28/2018	18-590		
2019-20	Eng.	Amendment	Fiske Blvd Pipeline Replacement	421-4055-536.63-00	**(974,656)**	WS18FB			11/28/2018	18-590		
2019-20	Eng.	Amendment	Pineda Crossing	421-4055-536.63-00	**(10,062,500)**	WS18MI			11/28/2018	18-590		
2019-20	Eng.	Amendment	Cape Canaveral Water Main Replacement	421-4055-536.63-00	**(400,000)**	WS19CC			11/28/2018	18-590		
2019-20		Amendment	WS Fund Balance Reserves	421-0000-389.99-50	(22,124,837)				11/28/2018	18-590		
2019-20												
2019-20												
2019-20	Sellers	Amendment	Jerry Sellers Flow	421-4120-536.63-00	**(2,836,250)**	WS16SF			11/28/2018	18-590		
2019-20	Sellers	Amendment	Replace Rusted Connections	421-4120-536.63-00	**(130,000)**	WS19LR			11/28/2018	18-590		
2019-20	Sellers	Amendment	Spalling Repair of Filter	421-4120-536.63-00	**(130,000)**	WS19BB			11/28/2018	18-590		
2019-20		Amendment	WS Fund Balance Reserves	421-0000-389.99-50	(3,096,250)				11/28/2018	18-590		
2019-20												
2019-20												
2019-20	Sellers/FO	Amendment	CIPP Rehabilitation	421-4125-536.63-00	**(400,000)**	WS0904			11/28/2018	18-590		
2019-20		Amendment	WS Fund Balance Reserves	421-0000-389.99-50	(400,000)				11/28/2018	18-590		
					(27,227,500)							
					(27,227,500)							

FY 2019

Budget Adjustment Tracking Sheet

#	Date	Type	Name	Account #	Amount	Project	Group Date	Group #	Council Date	Agenda #	Resolution	Online
2019-20	Dyal	Amendment	Dyal Surface Water Well	426-4020-536.63-00	600,000	WS18SW			11/28/2018	18-590		
2019-20	Dyal	Amendment	Filter Rehab 1-5	426-4020-536.63-00	500,000	WS19FR			11/28/2018	18-590		
2019-20	Dyal	Amendment	Automatic Transfer Switch	426-4020-536.63-00	506,413	WS18AS			11/28/2018	18-590		
2019-20		Amendment	WS Capital Projects Fund Balance Reserves	426-0000-389.99-50	1,606,413							
2019-20												
2019-20	Eng.	Amendment	Raw Water Pipeline Upgrade	426-4055-536.63-00	1,997,743	WS0501			11/28/2018	18-590		
2019-20	Eng.	Amendment	Pipe Infrastructure	426-4055-536.63-00	2,461,274	WS1201			11/28/2018	18-590		
2019-20	Eng.	Amendment	Dyal Chemical Conversion	426-4055-536.63-00	5,200,000	WS1404			11/28/2018	18-590		
2019-20	Eng.	Amendment	Michigan Ave. Forced Main	426-4055-536.63-00	698,664	WS17MI			11/28/2018	18-590		
2019-20	Eng.	Amendment	Dyal Groundwater WTP Reactor	426-4055-536.63-00	330,000	WS18DP			11/28/2018	18-590		
2019-20	Eng.	Amendment	Fiske Blvd Pipeline Replacement	426-4055-536.63-00	974,656	WS18FB			11/28/2018	18-590		
2019-20	Eng.	Amendment	Pineda Crossing	426-4055-536.63-00	10,062,500	WS18MI			11/28/2018	18-590		
2019-20	Eng.	Amendment	Cape Canaveral Water Main Replacement	426-4055-536.63-00	400,000	WS19CC			11/28/2018	18-590		
2019-20		Amendment	WS Capital Projects Fund Balance Reserves	426-0000-389.99-50	22,124,837							
2019-20												
2019-20												
2019-20	Sellers	Amendment	Jerry Sellers Flow	426-4120-536.63-00	2,836,250	WS16SF			11/28/2018	18-590		
2019-20	Sellers	Amendment	Replace Rusted Connections	426-4120-536.63-00	130,000	WS19LR			11/28/2018	18-590		
2019-20	Sellers	Amendment	Spalling Repair of Filter	426-4120-536.63-00	130,000	WS19BB			11/28/2018	18-590		
2019-20		Amendment	WS Capital Projects Fund Balance Reserves	426-0000-389.99-50	3,096,250							
2019-20												
2019-20	Sellers/FO	Amendment	CIPP Rehabilitation	426-4125-536.63-00	400,000	WS0904			11/28/2018	18-590		
2019-20		Amendment	WS Capital Projects Fund Balance Reserves	426-0000-389.99-50	400,000				11/28/2018	18-590		
					27,227,500							
					27,227,500							

Legislation Details (With Text)

File #:	18-593	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	11/13/2018		**In control:**	City Council	
On agenda:	11/28/2018		**Final action:**		
Title:	Approve adding to the base software package within the multi-year agreement with Tyler Technologies and authorize the City Manager to approve and sign each of the license and maintenance agreements. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Existing New World Software Maintenance Agreement.pdf Tyler Technologies FY19 Invoice Less Proposed Additions.pdf PSMA Allocation of Services Form - Cocoa PD - Enterprise CAD Upgrade Services New World Quote - Updated18-593.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 13, 2018
Agenda Date: November 28, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
To approve adding to the base software package within the multi-year agreement with Tyler Technologies and authorize the City Manager to approve and sign each of the license and maintenance agreements.

BACKGROUND:

The Aegis Public Safety software suite was originally purchased from New World Systems in 2010 to provide Computer Aided Dispatch and Records Management for the Police and Fire Departments. City Council approved the original agreement on June 22, 2010, including a five (5) year maintenance agreement that expired on September 30, 2015. City Council approved the renewal agreement on January 25, 2015 for five more years. Tyler Technologies acquired New World Systems in November, 2015 and has continued to support the New World Systems line of software. In FY 2015 the annual maintenance cost was $92,070.00. The City negotiated with New World a renewal agreement that included implementation of the latest version of the software (Enterprise 11.0). The Enterprise upgrade includes several next generation features such as enhanced 911, advanced GIS integration, and integrated data sharing currently being utilized by several agencies within Brevard County who are already completed with their Enterprise upgrade. The annual maintenance renewal was negotiated to an annual flat rate of $90,659.00 through FY 2020 for all

modules included in the base package and the upgrade to Enterprise 11.0 at $95,600.00 inclusive of travel. City Council approved this maintenance agreement on January 25, 2016.

This past fiscal year, the City began the Enterprise CAD upgrade and additional modules costing $5,880 were identified that could provide an operational benefit and we are requesting them to be added to our base software package, resulting in an increase in annual maintenance expenses as follows:

Existing base maintenance contract amount	$90,659
Maintenance for ESRI Software in Enterprise CAD	$1,365
Maintenance for Coplogic citizen reporting interface	$3,150
Maintenance for Fire Records Management Data Mart	$420
Maintenance for Fire Records Management Dashboards	$1,680
Maintenance for CAD Dashboards	$1,680
Maintenance for Law Enforcement Records Management Data Mart	$420
Maintenance for Law Enforcement Records Management Dashboards	$1,680
Total Annual Maintenance	**$101,054**

The City's new annual maintenance cost will be $101,054.00 per year for the current fiscal year and fiscal year 2020. The anticipated completion date of the Enterprise upgrade is December 2018.

Existing Contract
FY 2016 $90,659.00
FY 2017 $90,659.00
FY 2018 $90,659.00
FY 2019 $90,659.00
FY 2020 $90,659.00
Enterprise 11.0 Upgrade $95,600.00

Amended Contract
FY 2016- $90,659.00
FY 2017- $90,659.00
FY 2018- $90,659.00
FY 2019- $101,054.00
FY 2020- $101,054.00
Enterprise 11.0 Upgrade $95,600.00- Anticipated Completion December 2018

STRATEGIC PLAN CONNECTION:

The Aegis Public Safety software suite is an essential tool used by Cocoa Police and Fire Departments. Keeping the annual maintenance agreement in place will ensure public safety operations continue to perform at the high level of stability and accuracy required.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$101, 054
Account Number	001-1103-516.46-00
Account Name	Maintenance (Information Technology)
Source of Funds	Revenues

FUTURE FISCAL YEAR IMPACTS:
FY 2020 Amount Required $101,054.00 (Acct. 001-1103-516.46-00) Maintenance

At this time there are sufficient funds within the I.T. Repair and Maintenance Account to fund the $6,054 increase from the $95,000 budgeted amount, however a Budget Adjustment may be needed in the future, to cover the Departments additional maintenance needs.

PREVIOUS ACTION:

City Council approved the original agreement on June 22, 2010, including a five (5) year maintenance agreement that expired on September 30, 2015. City Council approved the renewal agreement on January 25, 2015, including a five (5) year maintenance agreement that expires in FY 2020.

RECOMMENDED MOTION:

To approve adding to the base software package within the multi-year agreement with Tyler Technologies and authorize the City Manager to approve and sign each of the license and maintenance agreements

NEW WORLD SYSTEMS CORPORATION
PREMIER SOFTWARE MAINTENANCE AGREEMENT

This Premier Software Maintenance Agreement (PSMA) between **New World** Systems Corporation (New World) and **City of Cocoa, FL** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

1. Software Maintenance Period

This PSMA shall remain in effect for a period of five (5) years from (start date) 10/1/15 to (end date) 9/30/20.

2. Services Include

The following services or features are available under this PSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
(c) Revisions to Licensed Documentation.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.
(f) Emergency 24-hour per day telephone support, for Aegis CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the Aegis CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
(g) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Software.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

3. Ability to Upgrade Aegis MSP Windows Licensed Standard Software to Aegis Enterprise Windows Licensed Standard Software

At no license fee cost and during the first three year period of the PSMA, **Customer** has the option to upgrade from **New World's** Aegis MSP Licensed Standard Software to Enterprise Licensed Standard Software. **Customer** may exercise this option at any time during the three year period by giving **New World** ninety (90) days written notice. Within sixty (60) days receipt of notice, **New World** shall notify **Customer** of the target date to begin the upgrade project. **Customer's** one-time implementation cost to complete the Licensed Standard Software upgrade to Aegis Enterprise shall not exceed $76,000 and does not include travel or living expenses. These one-time implementation costs shall include:

a) Project Management
b) Implementation and Training
c) Mobile Reconfiguration Services
d) Windows Operating System Assurance and Software Installation
e) Interface Installation Fees including Geo-File
f) Data File Conversion (Estimate)
g) Third Party Products and Services

4. **Maintenance for Modified Licensed Standard Software and Custom Software**

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer**'s request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

5. **Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

6. **Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the PSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a prorated basis for the remainder of the current maintenance year and on a full year basis thereafter.

7. **Requests for Software Correction on Licensed Standard Software**

At any time during the PSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
(b) situations where **Customer**'s use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

8. **Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server**

New World agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

Application Package		Number of Modules
1. ***Aegis***®	Computer Aided Dispatch (CAD)	19
2. ***Aegis***®	Law Enforcement Records Software	27
3. ***Aegis***®	Fire Records Software	4
4. ***Aegis***®	Public Safety Interface Software	9
5. ***Aegis***®	Photo Imaging Software	2
6. ***Aegis***®	Mobile Management Server Software	3
7. ***Aegis***®	Mobile Software on the RS6000	5
8. ***Aegis***®	Mobile Client Laptop Software	16
9. ***Aegis***®	Mobile Software on the 400 or MSP Server	2
10. ***Aegis***®	Server Software	1
11. ***Aegis***®	Aegis Link Software	1
12. ***Aegis***®	ESRI Embedded Applications - New	4

ANNUAL
MAINTENANCE COST: See Below

Period Covered	Annual Amount	Billing Date
10/1/2015 to 9/30/2016	$90,659 * Note 1	9/15/2015
10/1/2016 to 9/30/2017	$90,659 * Note 1	9/15/2016
10/1/2017 to 9/30/2018	$90,659 * Note 1	9/15/2017
10/1/2018 to 9/30/2019	$90,659 * Note 1	9/15/2018
10/1/2019 to 9/30/2020	$90,659 * Note 1	9/15/2019

1. Includes 40 hours of Support Services at $112/Hour for the Period Covered. Any unused prepaid support hours will carryover once into the following annual PSMA period. Unused carryover hours expire the earlier of 12 months from carryover or the end of the PSMA contract period.
2. Support Services are defined on your original Exhibit B, and can be used remotely, or on-site at **Customer** location. Travel costs are not included. The hours to be provided at schedules mutually agreeable to **Customer** and **New World**.

Note: Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

9. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:	ACCEPTED BY:
Customer: City of Cocoa, FL	**New World Systems Corporation**
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

Cocoa, FL PD

Licensed Application Software
At October, 2015

1. **Aegis® Computer Aided Dispatch (CAD)**
    - Combined LE/Fire/EMS CAD MSP
        - Base
        - CAD Messaging Module
        - Call Scheduling Module
        - Call Stacking Module
        - Dispatch Questionnaire Module
        - Geo-File Verification Module
        - Hazard and Location Alerts Module
        - Interface to Aegis® Law Enforcement Records Module
        - Interface to Aegis® Fire Records Module
        - Note Pads Module
        - Rip-N-Run Module
        - Run Cards Module
        - Tone Alerts Module
        - Unit Control Panel Module
        - Unit Recommendation Module
    - CAD Mapping MSP
    - Service Vehicle Rotation MSP
    - CAD Auto Routing MSP
    - CAD AVL MSP
2. **Aegis® Law Enforcement Records Software**
    - LE Records Single Jurisdiction Base MSP
        - Base
        - Accidents Module
        - Arrest Module
        - Business Registry Module
        - Case Processing Module
        - Computer Aided Investigations Module
        - Federal Reports (UCR/IBR) Module
        - Geo-File Verification Module
        - Impounded Vehicles Module
        - Incident Tracking Module
        - Jacket Processing Module
        - Personnel / Education Module
        - Property Module
        - Traffic Tickets and Citations Module
        - Wants and Warrants Module
    - LE Records Federal & State Compliance MSP
    - Field Investigations MSP
    - Case Management MSP
    - Alarms Tracking and Billing MSP
    - Bookings MSP
    - Activity Reporting and Scheduling MSP
    - Property Room Bar Coding MSP
    - Narcotics Management MSP
    - Equipment Tracking MSP
    - Gang Tracking MSP
    - Data Analysis Mapping & Management Reporting MSP
    - State Accidents Compliance MSP

Cocoa, FL PD

Licensed Application Software
At October, 2015

3. **Aegis® Fire Records Software**
   - Fire Records Base Package MSP
   - Data Analysis and Mapping/Mgt Reporting for Fire MSP
   - Fire Equipment Tracking and Maint. MSP
   - Fire NFIRS 5.0 Electronic Reporting MSP
4. **Aegis® Public Safety Interface Software**
   - State/NCIC Interface MSP
   - On-Line CAD Interface to State/NCIC MSP
   - E-911 Interface MSP
   - CAD Pager Interface MSP
   - Livescan Interface MSP
   - On-Line Global Subjects Interface to State/NCIC MSP
   - Ticket Writer Interface MSP
   - Encoder Interface MSP
   - Citizens Reporting Interface MSP
5. **Aegis® Photo Imaging Software**
   - Digital Imaging MSP
   - Public Safety Mug Shots/Line-Ups MSP
     - Digital Imaging
6. **Mobile Management Server Software**
   - Field Reporting Server
   - Field Reporting Data Merge
   - Base CAD/NCIC/Messaging
7. **Mobile Software on the RS6000**
   - Base Message Switch to NCIC
   - RS/6000 State/NCIC Interface
   - New World CAD Interface for Aegis/MSP
   - Mobile Upload Software
   - AVL Interface
8. **Mobile Client Laptop Software**
   - LE State/NCIC via Switch 70 User(s)
   - LE Field Reporting 100 User(s)
   - LE Accident Field Reporting 100 User(s)
   - Mobile Upload of Field Reports 100 User(s)
   - LE CAD Via Switch 70 User(s)
   - LE Accident Field Reporting Compliance 100 User(s)
   - LE Field Reporting Compliance 100 User(s)
   - Fire CAD Via Switch (Messaging) 10 User(s)
   - Mugshot Images Download 70 User(s)
   - In Car Mapping 70 User(s)
   - New World AVL 90 User(s)
   - In-Car Routing 70 User(s)
   - Fire In Car Mapping 10 User(s)
   - Field Investigation Field Reporting 100 User(s)
   - Fire In Car Routing 10 User(s)
   - MCT Ticket Writer Interface 30 User(s)

Cocoa, FL PD

Licensed Application Software
At March, 2015

9. **Mobile Software on the 400 or MSP Server**
   - AVL CAD Interface
   - MDT/MCT Base CAD/RMS Interface
10. **Aegis® Server Software**
   - Multi-Server Search
11. **Aegis® Aegis Link Software**
   - Web CAD Monitor
12. **Aegis® ESRI Embedded Applications**
   - Mobile In-Car Mapping Integration
   - Mobile In-Car Routing Integration
   - CAD Workstations Integration
   - ArcGIS Standard Enterprise Server Integration

tyler technologies

Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
030-16310	10/16/2018	1 of 3

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

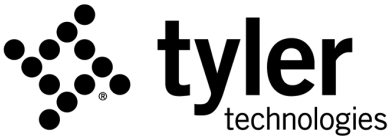
Ship To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
49873	5535		USD	NET15	10/31/2018

Description	Extended Price
Annual Maintenance 10.1.18 - 9.30.19	95,174.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
New World Maintenance- Activity Reporting and Scheduling MSP	359.00	100%	359.00
New World Maintenance- Alarms Tracking and Billing MSP	598.00	100%	598.00
New World Maintenance- ArcGIS Standard Enterprise Server Integration	841.00	100%	841.00
New World Maintenance- AVL CAD Interface	1,913.00	100%	1,913.00
New World Maintenance- AVL Interface	1,913.00	100%	1,913.00
New World Maintenance- Base Message Switch to NCIC	5,381.00	100%	5,381.00
New World Maintenance- Bookings MSP	598.00	100%	598.00
New World Maintenance- CAD Workstations Integration	359.00	100%	359.00
New World Maintenance- Case Management MSP	359.00	100%	359.00
New World Maintenance- Citizens Reporting Interface MSP	1,076.00	100%	1,076.00
New World Maintenance- Data Analysis and Mapping/Mgt Reporting for Fire MSP	478.00	100%	478.00
New World Maintenance- Data Analysis Mapping & Management Reporting MSP	1,196.00	100%	1,196.00
New World Maintenance- Equipment Tracking MSP	478.00	100%	478.00
New World Maintenance- Field Investigation Field Reporting	2,206.00	100%	2,206.00
New World Maintenance- Field Investigations MSP	359.00	100%	359.00
New World Maintenance- Field Reporting Data Merge	359.00	100%	359.00
New World Maintenance- Field Reporting Server	1,196.00	100%	1,196.00
New World Maintenance- Fire CAD Via Switch (Messaging)	448.00	100%	448.00
New World Maintenance- Fire Equipment Tracking and Maint. MSP	717.00	100%	717.00
New World Maintenance- Fire In Car Mapping	239.00	100%	239.00
New World Maintenance- Fire In Car Routing	179.00	100%	179.00
New World Maintenance- Fire NFIRS 5.0 Electronic Reporting MSP	598.00	100%	598.00
New World Maintenance- Fire Records Base Package MSP	2,511.00	100%	2,511.00
New World Maintenance- Gang Tracking MSP	598.00	100%	598.00
New World Maintenance- In Car Mapping	1,913.00	100%	1,913.00
New World Maintenance- In-Car Routing	1,435.00	100%	1,435.00
New World Maintenance- LE Accident Field Reporting	7,354.00	100%	7,354.00
New World Maintenance- LE Accident Field Reporting Compliance	2,206.00	100%	2,206.00
New World Maintenance- LE CAD Via Switch	3,587.00	100%	3,587.00
New World Maintenance- LE Field Reporting	7,353.00	100%	7,353.00
New World Maintenance- LE Field Reporting Compliance	1,471.00	100%	1,471.00
New World Maintenance- LE Records Federal & State Compliance MSP	598.00	100%	598.00
New World Maintenance- LE Records Single Jurisdiction Base MSP	2,392.00	100%	2,392.00
New World Maintenance- LE State/NCIC via Switch	2,392.00	100%	2,392.00
New World Maintenance- Livescan Interface MSP	717.00	100%	717.00



Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	*Date*	*Page*
030-16310	10/16/2018	2 of 3

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Ship To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Customer No.	*Ord No*	*PO Number*	*Currency*	*Terms*	*Due Date*
49873			USD	NET15	10/31/2018

Description			Extended Price
Annual Maintenance 10.1.18 - 9.30.19			95,174.00
New World Maintenance- MCT Ticket Writer Interface	1,103.00	100%	1,103.00
New World Maintenance- MDT/MCT Base CAD/RMS Interface	957.00	100%	957.00
New World Maintenance- Mobile In-Car Mapping Integration	1,076.00	100%	1,076.00
New World Maintenance- Mobile In-Car Routing Integration	1,614.00	100%	1,614.00
New World Maintenance- Mobile Upload of Field Reports	2,870.00	100%	2,870.00
New World Maintenance- Mobile Upload Software	2,989.00	100%	2,989.00
New World Maintenance- Mugshot Images Download	957.00	100%	957.00
New World Maintenance- Multi-Server Search	1,196.00	100%	1,196.00
New World Maintenance- Narcotics Management MSP	478.00	100%	478.00
New World Maintenance- New World AVL	1,614.00	100%	1,614.00
New World Maintenance- New World CAD Interface for Aegis/MSP	1,196.00	100%	1,196.00
New World Maintenance- On-Line Global Subjects Interface to State/NCIC MSP	359.00	100%	359.00
New World Maintenance- Property Room Bar Coding MSP	359.00	100%	359.00
New World Maintenance- Public Safety Mug Shots/Line-Ups MSP	957.00	100%	957.00
New World Maintenance- State Accidents Compliance MSP	598.00	100%	598.00
New World Maintenance- State/NCIC Interface MSP	717.00	100%	717.00
New World Maintenance- Ticket Writer Interface MSP	1,076.00	100%	1,076.00
New World Maintenance - PSMA - 40 hours	4,480.00	100%	4,480.00
New World Third Party Maintenance - CAD Esri 10.2	1,365.00	100%	1,365.00
New World Third Party LE Records Interface Standard Maintenance - Citizen Reporting Interface	3,150.00	100%	3,150.00
New World Enterprise Combined LE/Fire/EMS CAD Standard Maintenance	5,142.00	100%	5,142.00
Additional New World Enterprise Standard Maintenance for CAD - CAD Auto Routing	598.00	100%	598.00
Additional New World Enterprise Standard Maintenance for CAD - CAD AVL	717.00	100%	717.00
Additional New World Enterprise Standard Maintenance for CAD - Service Vehicle Rotation	478.00	100%	478.00
Additional New World Enterprise Standard Maintenance for CAD - Web CAD Monitor	598.00	100%	598.00
New World Enterprise Third Party Interface Standard Maintenance - CAD Paging Interface	598.00	100%	598.00
New World Enterprise Third Party Interface Standard Maintenance - E-911 Interface	598.00	100%	598.00
New World Enterprise Third Party Interface Standard Maintenance - On-Line CAD Interface to State/NCIC	359.00	100%	359.00
New World Enterprise Third Party Interface Standard Maintenance - Encoder Interface	598.00	100%	598.00

tyler technologies

Empowering people who serve the public®

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	*Date*	*Page*
030-16310	10/16/2018	3 of 3

Questions:
Tyler Technologies - Public Safety
Phone: 1-800-772-2260 Press 2, then 5
Email: ar@tylertech.com

Bill To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Ship To: Cocoa, FL PD
65 Stone St
Cocoa, FL 32922-7982

Customer No.	*Ord No*	*PO Number*	*Currency*	*Terms*	*Due Date*
49873			USD	NET15	10/31/2018

Description	Extended Price

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	95,174.00
Sales Tax	0.00
Invoice Total	95,174.00

tyler technologies

Empowering people who serve the public

PSMA Allocation of Services

Customer:	Date:
Cocoa, FL PD	9/28/2018
Submitted by:	**Customer Code**
Vesta Broady – Client Executive	COC1535

PSMA Services:

The following services will be applied toward available PSMA dollars:

Enterprise Upgrade CAD NCIC Parsing (flat fee)	$2,640
Fire Decision Support Datamart and Dashboard Software Implementation (flat fee)	$4,350
LERMS/FRMS/Mobile Enhancement Training (36 hours)	$4,032

Total PSMA Cost: $11,022

SL Project	Period	Cost	Remaining Balance
N1501S01	10/1/16 – 9/30/17	($2,160)	$0
N1501S01	10/1/17– 9/30/18	($4,480)	$0
N1501S01	10/1/18 – 9/30/19	($4,480)	$98

Acknowledged and Agreed to by: (Customer)

Name/Title:

Date:

Signature:

840 W. Long Lake Road • Troy • Michigan 48098 • 248-269-1000 • www.tylertech.com

Date:	11/21/2018
Quote Expiration:	12/31/2018
Quote Name:	City of Cocoa Police Dept FL- DSS and Additional Items for Enterprise CAD
Quote Number:	2018-23205
Quote Description:	City of Cocoa Police Dept FL- DSS and Additional Items for Enterprise CAD Upgrade

Sales Quotation For
City of Cocoa Police Department
1226 King St
Cocoa , FL 32922-8620
Phone: +1 (321) 639-7620

Billing Address
City of Cocoa Police Department
1226 King St
Cocoa , FL 32922-8620
Phone:+1 (321) 639-7620

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Module Total	Year One Maintenance
Other Software					
Fire Records Management Data Mart / Includes 2 users	$2,000	0	$0	$2,000	$420
Fire Records Management Dashboards	$8,000	0	$0	$8,000	$1,680
CAD Dashboards	$8,000	0	$0	$8,000	$1,680
Law Enforcement Records Management Data Mart / Includes 2 users	$2,000	0	$0	$2,000	$420
LE Records Management Dashboards	$8,000	0	$0	$8,000	$1,680
Sub-Total:	*$28,000*		*$0*	*$28,000*	*$5,880*
Less Discount:	*$28,000*		*$0*	*$28,000*	*$0*
TOTAL:	**$0**	**0**	**$0**	**$0**	**$5,880**

Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Up to 4 hours of LERMS Training	4	$145	$0	$580
TOTAL:				**$580**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$0	$5,880
Total Tyler Services	$580	

Summary	One Time Fees	Recurring Fees
Total Other Costs	$0	
Total Third Party Hardware, Software and Services	$0	$0
Travel and Living Expenses	$6,000	
Summary Total	**$6,580**	**$5,880**

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance
Other Software				
Fire Records Management Data Mart / Includes 2 users	$2,000	$2,000	$0	$420
Fire Records Management Dashboards	$8,000	$8,000	$0	$1,680
CAD Dashboards	$8,000	$8,000	$0	$1,680
Law Enforcement Records Management Data Mart / Includes 2 users	$2,000	$2,000	$0	$420
LE Records Management Dashboards	$8,000	$8,000	$0	$1,680
Sub-Total:	*$28,000*	*$28,000*	*$0*	*$5,880*
	$28,000	**$28,000**	**$0**	**$5,880**

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows 2008/2012/2016 Server and SQL Server 2008/2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012/2016 Server and SQL Server 2008/2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Assumptions

Associated Maintenance and Support fees will be added to the Client's current Maintenance and Support Agreement and will be invoiced on a pro rata basis beginning on the first day of the month following Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.

Legislation Details (With Text)

File #:	18-594	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/13/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve a multi-year agreement (36 Months) with Microsoft through CDW-G, Inc. for Microsoft Software, Licenses and Maintenance under the terms and conditions of the National IPA Technology Solutions (2018011-01) government cooperative agreement, authorize the City Manager to finalize the terms of and sign the agreements, and authorize the City Manager to approve potential future additional licenses to be added to the Enterprise Agreement through the annual True-Up program up to $20,000 per year. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CDW Quote.pdf Microsoft Enterprise Agreement Terms and Conditions .pdf Microsoft Volume Licensing Microsoft Enterprise Enrollment Microsoft Enterprise Enrollment Form 18-594 CDW-G Agreement - CDWG Exe_Redacted.pdf 18-594 CDW-G Executive Summary.pdf Microsoft Amendment ot Contract Documents				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 13, 2018
Agenda Date: November 28, 2018
Prepared By: Robert Beach, Chief Technology Officer
Through: Matthew Fuhrer, Assistant City Manager
Requested Action:
Approve a multi-year agreement (36 Months) with Microsoft through CDW-G, Inc. for Microsoft Software, Licenses and Maintenance under the terms and conditions of the National IPA Technology Solutions (2018011-01) government cooperative agreement, authorize the City Manager to finalize the terms of and sign the agreements, and authorize the City Manager to approve potential future additional licenses to be added to the Enterprise Agreement through the annual True-Up program up to $20,000 per year.

BACKGROUND:

In October of 2009, the City originally entered into an Enterprise Agreement (EA) with Microsoft

Corporation for licensing and maintenance of Microsoft products. This agreement is reviewed annually for minor modifications and every three years a new agreement is created. City staff has been working with Microsoft and CDW-G to finalize an agreement prior to the current agreement's expiration date of November 30, 2018. This agreement lists every Microsoft desktop and server operating system and application that is used throughout the City. Licensing quantities have been updated based on the current number of users, computers, servers, and other metrics such as processor core database size. The quantity of the various licenses can change year to year based on the operational need. This Agreement is for a 36 month term and annually the license quantities are updated by Microsoft and executed by the City Manager consistent with this agenda item.

Once the Enterprise Agreement is fully executed, the City will be fully licensed for all current Microsoft products in use at the time of execution. The EA allows the City to install additional licenses at any time during the term of the agreement through it's True Up process. Licenses can be added at any time and then reported to Microsoft once per year and a flat rate is paid to add the licenses to the EA for the remainder of the agreement. This process provides great flexibility to City staff to provide services as needed.

Staff is requesting approval of the multi-year agreement with Microsoft through CDW-G, Inc. for Microsoft Software, Licenses and Maintenance under the terms and conditions of the National IPA Technology Solutions (2018011-01) government cooperative agreement, authorize the City Manager to finalize the terms of and sign the agreements, and authorize the City Manager to approve potential future additional licenses to be added to the Enterprise Agreement through the True-Up program up to $20,000 per year.

STRATEGIC PLAN CONNECTION:

Microsoft software is utilized for every aspect of City operations including public safety, utilities, and general administration. This Enterprise Agreement renewal will allow the City to continue utilizing existing Microsoft products and make additions as operational needs dictate.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$121,634.47
Account Number	001-1103-516.52-00
Account Name	Operations (Information Technology)
Source of Funds	Revenues

FUTURE FISCAL YEAR IMPACTS:

FY 2020 Amount Required	$121,634.47 (Acct. 001-1103-516.52-00) Operations
FY 2021 Amount Required	$121,634.47 (Acct. 001-1103-516.52-00) Operations

PREVIOUS ACTION:

In October of 2009, the City entered into an Enterprise Agreement with Microsoft Corporation for licensing and maintenance of Microsoft products. This agreement was renewed in November of 2012 and then again in November of 2015.

RECOMMENDED MOTION:

Approve the multi-year agreement with Microsoft through CDW-G, Inc. for Microsoft Software, Licenses and Maintenance under the terms and conditions of the National IPA Technology Solutions (2018011-01) government cooperative agreement, authorize the City Manager to finalize the terms of and sign the agreements, and authorize the City Manager to approve potential future additional licenses to be added to the Enterprise Agreement through the True-Up program up to $20,000 per year.

QUOTE CONFIRMATION

DEAR ROBERT BEACH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KFFN034	10/25/2018	EA 2018	3882193	$116,218.05

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA CISSTEDC CORE ALNG SA MVL LIC Mfg. Part#: 9GS-00130-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	2	4740128	$1,305.50	$2,611.00
MS EA CIS DC 2 CORE LIC/SA Mfg. Part#: 9GS-00495-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	68	4381021	$381.17	$25,919.56
MS EA CORE CAL STE BRIDGE PLATFM P/U Mfg. Part#: AAA-12417-12-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	365	3880908	$15.34	$5,599.10
MS EA CCAL BRIDGE O365 SUBS P/USR Mfg. Part#: AAA-12415-12-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	85	4011242	$18.34	$1,558.90
MS EA EXCH ONLINE PLAN P/U Mfg. Part#: 3MS-00001-12-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	75	3083170	$37.32	$2,799.00
MS EA OFFICE 365 GE3 SA P/USR Mfg. Part#: AAA-11924-12-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	3764637	$183.59	$18,359.00
MS EA O365GCCE1 P/U Mfg. Part#: U4S-00002-48-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	350	5130983	$78.47	$27,464.50
MS EA PROJ ONLN GOV SS MVL P/U Mfg. Part#: 7E7-00001-12-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	12	4391872	$233.64	$2,803.68
MS EA SQL SRV STD CORE SA Mfg. Part#: 7NQ-00292-SLG	6	2716749	$575.87	$3,455.22

QUOTE DETAILS (CONT.)				
Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)				
MS EA VISIO STD SA SLG Mfg. Part#: D86-01253-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	11	2026966	$50.69	$557.59
MS EA VSTUDIO PRO W/MSDN SA SLG Mfg. Part#: 77D-00111-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	1	2103756	$301.00	$301.00
MS EA WIN ENT SA PLTFRM Mfg. Part#: KV3-00353-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	350	3813261	$41.69	$14,591.50
MS EA WIN RDS CAL SA USER SLG Mfg. Part#: 6VC-01254-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	2288626	$21.24	$2,124.00
MS EA VDA SUBS PLTFRM DEV SLG Mfg. Part#: 4ZF-00033-12-SLG Electronic distribution - NO MEDIA Contract: National IPA Technology Solutions (2018011-01)	100	2229586	$80.74	$8,074.00

PURCHASER BILLING INFO		
Billing Address: CITY OF COCOA ACCTS PAYABLE 65 STONE ST COCOA, FL 32922-7982 **Phone:** (321) 639-7527 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$116,218.05
	SHIPPING	$0.00
	SALES TAX	$0.00
	GRAND TOTAL	**$116,218.05**
DELIVER TO	**Please remit payments to:**	
Shipping Address: CITY OF COCOA INFORMATION TECHNOLOGY 65 STONE ST COCOA, FL 32922-7982 **Shipping Method:** ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION				
John Vrablik	|	(877) 466-6333	|	johnvra@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Enterprise Agreement State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at http://www.microsoft.com/licensing/contracts and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

a. with regard to Customer,

(i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;

(ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products.

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses.

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate.

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. How the Enterprise program works.

a. General. The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.

b. Enrollments. The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

c. Licenses. The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. Licenses for Products.

a. License Grant. Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.

b. Duration of Licenses. Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.

c. Applicable Use Rights.

(i) Products (other than Online Services). The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.

(ii) Online Services. For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.

d. Downgrade rights. Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.

e. New Version Rights under Software Assurance. Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.

(i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.

(ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.

f. License confirmation. This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

g. Reorganizations, consolidations and privatizations. If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

4. Making copies of Products and re-imaging rights.

a. General. Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.

b. Copies for training/evaluation and back-up. For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.

c. Right to re-image. In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:

(i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.

(ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.

(iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.

(iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. Transferring and reassigning Licenses.

a. License transfers. License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:

(i) an Affiliate, or

(ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

b. Notification of License Transfer. Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from http://www.microsoft.com/licensing/contracts and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (includingthe applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.

c. Internal Assignment of Licenses and Software Assurance. Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. Term and termination.

a. Term. The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

b. Termination without cause. Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.

c. Mid-term termination for non-appropriation of Funds. Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.

d. Termination for cause. Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

e. Early termination. If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-

payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

(i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and

2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.

2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affilaite a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

(i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

(ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

a. Products. Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Non-Microsoft software and technology. Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

d. Restrictions. Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) () separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes, in whole or in part, or use them to offer hosting services to a third party.

e. Reservation of rights. Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business, products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all

required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

c. U.S. export. Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. Warranties.

a. Limited warranties and remedies.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

c. Disclaimer. Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. Defense of third party claims.

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. By Microsoft. Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to

resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent; or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. By Enrolled Affiliate. To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party.

12. Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

a. Online Services. For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.

b. Free Products and Distributable Code. For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

c. Exclusions. In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.

d. Exceptions. No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above); (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. Verifying compliance.

a. Right to verify compliance. Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.

b. Remedies for non-compliance. If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year.

By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

c. Verification process. Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. Miscellaneous.

a. Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.

b. Microsoft as independent contractor. The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.

c. Notices. Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

d. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products.

e. Amendments. Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.

f. Assignment. Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.

g. Applicable law; dispute resolution. The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.

h. Severability. If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.

i. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

j. No third-party beneficiaries. This Agreement does not create any third-party beneficiary rights.

k. Survival. All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.

l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: https://www.microsoft.com/licensing/servicecenter. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

m. **Order of precedence**. In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.

o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at http://www.microsoft.com/enable.

p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on http://www.microsoft.com at such time.

q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number		282477
Agreement number		

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Agreement	X20-10209 (New)
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10634 (New)
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Product Selection Form	0786571.002_PSF (New)
Amendment	M97 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Cocoa
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ **Printed First and Last Name** **Printed Title** **Signature Date** (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* **Signature*** _____ **Printed First and Last Name*** **Printed Title** **Signature Date***

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	
Previous Enrollment number *(Reseller to complete)*	7282394

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services**.**

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: <Choose One>

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Cocoa
Contact name* First Robert **Last** Beach
Contact email address* rbeach@cocoafl.org
Street address* 65 Stone Street
City* Cocoa

State/Province* FL
Postal code* 32922-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 321-433-8660
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First IT **Last** Licensing
Contact email address* itlicensing@cocoafl.org
Street address* 65 Stone St.
City* Cocoa
State/Province* FL
Postal code* 32922-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 321-433-8590
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc.
Street address (PO boxes will not be accepted)* 200 N. Milwaukee Ave
City* Vernon Hills
State/Province* IL
Postal code* 60061
Country* USA
Contact name* Geoff Bertkau
Phone* 203-851-7105
Contact email address* Geoff.Bertkau@cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name* John Titkanich
Printed title* City Manager
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

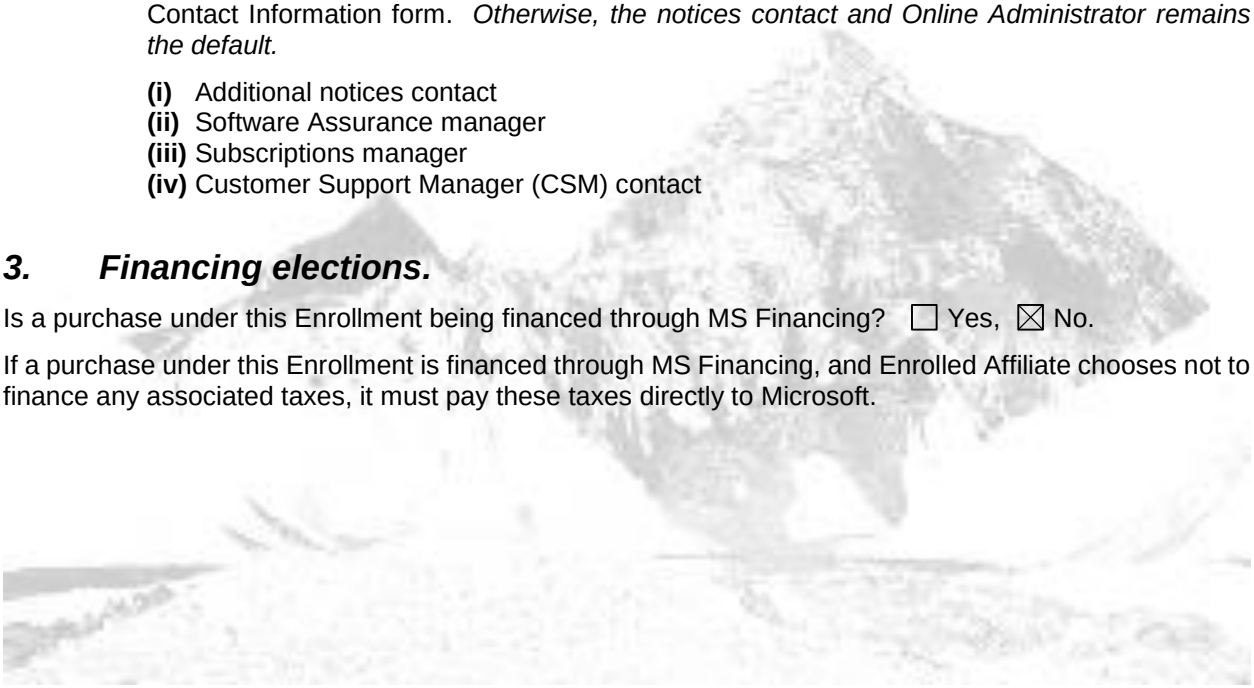
e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Proposal ID

0786571.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	450	450	1.0	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	100
O365 GCC E1	350
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	85
Core CAL Bridge for Office 365 From SA	365
Windows Desktop	
Windows Enterprise OS Upgrade	350
Windows VDA	100

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	100	450	0	450

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See Product Terms for details.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level “A” throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	

City of Mesa, AZ

Contract # 2018011-01

for

Information Technology Solutions and Services

with

CDW Government, LLC

Effective: March 1, 2018

The following documents comprise the executed contract between the City of Meza, AZ and CDW Government, LLC., effective March 1, 2018:

I. Executed Contract
II. Mayor and Council Approval
III. Supplier Response
IV. Original RFP

mesa·az
OFFICE OF THE CITY CLERK

COUNCIL MINUTES

February 5, 2018

The City Council of the City of Mesa met in a Regular Council Meeting in the Council Chambers, 57 East 1st Street, on February 5, 2018 at 5:45 p.m.

COUNCIL PRESENT	COUNCIL ABSENT	OFFICERS PRESENT
John Giles	None	Christopher Brady
David Luna		Dee Ann Mickelsen
Mark Freeman		Jim Smith
Christopher Glover		
Francisco Heredia		
Kevin Thompson		
Jeremy Whittaker		

Mayor's Welcome.

Invocation by Pastor Ben Diaz with Palabra de Vida (Word of Life).

Pledge of Allegiance was led by Councilmember Thompson.

Awards, Recognitions and Announcements.

There were no awards, recognitions or announcements.

1. Take action on all consent agenda items.

All items listed with an asterisk (*) will be considered as a group by the City Council and will be enacted with one motion. There will be no separate discussion of these items unless a Councilmember or citizen requests, in which event the item will be removed from the consent agenda and considered as a separate item. If a citizen wants an item removed from the consent agenda, a blue card must be completed and given to the City Clerk prior to the Council's vote on the consent agenda.

It was moved by Councilmember Thompson, seconded by Councilmember Glover, that the consent agenda items be approved.

Carried unanimously.

*2. Approval of minutes from previous meetings as written.

Minutes from the January 8, 11, and 22, 2018 Council meetings.

3. Take action on the following liquor license applications:

*3-a. It Ain't Chemo

This is a one-day event to be held on Saturday, February 10, 2018 from 9:00 A.M. to 9:00 P.M. at Riverview Park, 2100 West Rio Salado Parkway. **(District 1)**

*3-b. AMC Superstition East 12

A multi-screen cinema is requesting a new Series 6 Bar License for American Multi-Cinema Inc., 1935 South Signal Butte Road - Andrea Dahlman Lewkowitz, agent. There is no existing license at this location. **(District 6)**

*3-c. ATL Wings

A restaurant that serves lunch and dinner is requesting a new Series 12 Restaurant License for Stapley Wings LLC, 1455 South Stapley Drive, Suites 22-24 - Andrea Dahlman Lewkowitz, agent. The existing license held by Mark Killian, sole proprietor, will revert to the State. **(District 4)**

*3-d. Elgin Distillery

This is a one-day craft distillery festival to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

*3-e. Village of Elgin Winery

This is a one-day wine festival event to be held on Saturday, March 3, 2018 from 9:00 A.M. to 4:00 P.M. at Sunland Village, 4601 East Dolphin Avenue. **(District 2)**

4. Take action on the following off-track betting license application:

*4-a. Turf Paradise, TP Racing LLLP

New Off-Track Betting License for Turf Paradise, TP Racing LLLP to telecast at Moose & Bear, located at 118 East McKellips Road, Suite 103, TB Concepts LLC. Applicant: Vincent Acri Francia. **(District 1)**

5. Take action on the following contracts:

*5-a. One-Year Renewal to the Term Contract for Executive Physicals for Citywide Departments as requested by the Human Resources Department. **(Citywide)**

This contract provides annual physicals for the City's executive staff as a means of maintaining optimum health. There are approximately 65-70 positions eligible to participate in this program.

The Human Resources Department and Purchasing recommend authorizing the renewal contract with Banner Occupational Health Clinics, at $88,500, based on estimated usage.

*5-b. One-Year Renewal to the Term Contract for Deceased Animal Collection Services for the Community Services Department. **(Citywide)**

This contract provides a vendor to collect and dispose of deceased animals up to 150 pounds that are reported within the City. The contractor is responsible for the proper disposal by cremation or other means in accordance with the standards and methods approved by the Maricopa County Health Department.

The Community Services Department and Purchasing recommend authorizing the renewal contract with APM/Couts Enterprises, Inc., dba Arizona Pet Mortuary, at $54,000, based on estimated usage.

*5-c. Purchase of One Replacement Fire Apparatus, an Air Light/Rehab Unit, for the Fire and Medical Department (Sole Source). **(Citywide)**

The apparatus being replaced has met established replacement criteria and will be sold by a sealed bid process or traded-in as part of the City's fire apparatus purchase agreement with Pierce Manufacturing. In addition, Fire and Medical will trade-in two units to further offset the price for the Air/Light Rehab unit.

The Fire and Medical Department and Purchasing recommend authorizing the purchase using the City’s five-year purchase agreement with Pierce Manufacturing Inc., through their designated local dealer, Hughes Fire Equipment Inc., at $502,264.75. This purchase is funded by the Capital-General Fund and authorized 2013 Public Safety Bonds.

*5-d. Three-Year Term Contract for Landscape Maintenance Services for Parks, Retention Basins and Sports Fields - Zones 1, 2, 3 and 4 for the Parks, Recreation and Community Facilities Department (PRCF). **(Citywide)**

These contracts provide landscape maintenance services for sports fields, parkways, medians, parks, retention basins or grounds adjacent to City facilities. The City has divided the landscaping into geographic areas known as Zones 1, 2, 3 and 4. PRCF has done an analysis to bring the work under this contract in-house and, at this time, contracting continues to be in the best financial interest of the City.

The evaluation committee recommends awarding the contract to the highest-scored proposal from Mariposa Landscape Arizona, Inc.; Zone 1, at $1,435,319.57 annually; Zone 2, at $959,183.45 annually; Zone 3, at $974,364.20 annually; and Zone 4, at $1,221,738.22 annually; based on estimated usage.

*5-e. Three-Year Term Contract for Plumbing Services for the Parks, Recreation and Community Facilities Department. **(Citywide)**

This contract will establish a list of pre-qualified plumbing contractors to perform plumbing services on various City facilities/projects on an as-needed basis.

The evaluation committee recommends awarding the contract to the four, highest-scored proposals from Mesa Energy Systems Inc.; RKS Plumbing and Mechanical Inc.; Sun Mechanical Inc.; and W.D. Manor Mechanical Contractors, Inc.; cumulatively not to exceed $100,000 annually, based on estimated usage.

*5-f. Purchase of Furniture for the Main Library as requested by the Library Services Department. **(Citywide)**

This purchase will provide seating and tables for two new rooms at the Main Library, Teen Room and ThinkSpot. The Library worked with several vendors utilizing cooperative contracts specifying their needs and goals with this project.

The Library Services Department and Purchasing recommend authorizing the purchase using the Northern Arizona University cooperative contract with Atmosphere Commercial Interiors, at $50,876.25.

*5-g. Five-Year Term Contract with CDW Government, LLC and SHI International Corp. for Information Technology Solutions and Services for Various Departments throughout the City. **(Citywide)**

This contract will provide the City and participating agencies a full range of information technology solution products and services to meet varying requirements of governmental agencies. The scope of products and services available under these contracts include standard business and high-end workstations; laptop and notebook computers; network equipment; computer and network products and peripherals; monitors; various cloud, consulting, and technical support services; financing; various software products; and the contractors' comprehensive product offering.

Mesa, as the lead agency, has partnered with the National Intergovernmental Purchasing Alliance Company (National IPA) to lead this contract. The contract will be available to over 45,000 public agencies nationally. While no minimum volume is guaranteed to the suppliers, the estimated annual volume of IT Solutions purchased under this master agreement is approximately $500 million per year. The City will receive rebates annually for administering and awarding this contract.

A committee representing the Police, and Information Technology Departments, City Manager's Office, Police-Information Technology, National IPA and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest-scored proposals from CDW Government, LLC and SHI International Corp., at $3,100,000 annually, based on estimated usage.

*5-h. One-Year Term Contract for Electrical and Lighting Supplies for the Materials and Supply Warehouse (for Citywide Departments). **(Citywide)**

Multiple departments use this Citywide contract for their miscellaneous electrical equipment and supplies.

The Business Services Department and Purchasing recommend authorizing the purchase using the State of Arizona cooperative contract with Border States Industries, Inc., at $100,000, based on estimated usage.

*5-i. Re-Award the Three-Year Term Contract for Microfilm Conversion Services for the Police Department. **(Citywide)**

This contract will provide services to convert Police Department data from microfilm to digital media. Police, Records Division use microfilm that is becoming worn and damaged. The previous vendor is unable to satisfactorily fulfill the contract requirements.

The Police Department and Purchasing recommend re-awarding the contract to the second highest scored proposal, ICM Conversions, at $400,000 annually, based on estimated usage.

*5-j. Purchase of Falcon District Brand Signage as requested by the Economic Development Department. **(Citywide)**

Continuing to build awareness and to promote the Falcon Field Economic Activity Area, this purchase for the Falcon District signage includes the installation of two branded monument signs to be located on Greenfield and Higley Roads, south of the 202. Additionally, the City will install utility and transit signal box wraps and will mount branded banners promoting aerospace, technology, and manufacturing on light poles around the airport.

The Economic Development Department and Purchasing recommend authorizing the purchase using the City of Peoria cooperative contract with YESCO Phoenix, at $146,670.49. This purchase is funded by Local Streets Sales Tax.

*5-k. Purchase of Three Replacement Rollback Trailers for the Transportation Department. **(Citywide)**

These trailers will replace three aging equipment trailers that are at the end of their service life. The trailers will meet the needs and safety requirements for transporting the large equipment required to perform street and right-of-way maintenance.

The Transportation Department and Purchasing recommend authorizing the purchase using the National Joint Powers Alliance contract with Empire Southwest (a Mesa business), at $176,764.77. This purchase is funded by Local Streets Sales Tax.

*5-l. One-Year Renewal to the Term Contract for Radio-Based Endpoint Encoders (for Water Meter Reading) for the Water Resources Department. **(Citywide)**

This contract provides Itron radio-based endpoint encoders and accessories purchased directly from Itron, Inc., the manufacturer. The endpoint stores 40 days of hourly reads to ensure data integrity and offers advanced customer side leak detection and reverse flow and tamper alarms. Water Utility installs approximately 540 radio-based endpoint encoders on new and existing meters annually.

The Water Resources Department and Purchasing recommend authorizing the renewal with Itron, Inc., at $100,000, based on estimated usage.

*5-m. Purchase of Water Treatment Plant Shop Tools and Equipment for the New Signal Butte Water Treatment Plant as requested by the Water Resources Department. **(Citywide)**

This purchase is for tools and equipment needed for the start-up and maintenance in the various shops at the new Signal Butte Water Treatment Plant.

The Water Resources Department and Purchasing recommend awarding the contract to the lowest, responsive and responsible bidders: Copper State Bolt & Nut Co. (a Mesa business); Glendale Industrial Supply, LLC, dba UNICOA Construction and Industrial Supply; Mallory Safety & Supply LLC; and W.W. Grainger, Inc.; cumulatively not to exceed $153,000, based on estimated usage.

*5-n. One-Year Renewal to the Term Contract for Fire Hydrant Water Meters for the Water Resources Department. **(Citywide)**

This contract provides 3" fire hydrant water meters to accurately measure construction water use of fire hydrants. The meters are installed by Water Utility staff to serve contractors and other customers needing to connect to City fire hydrants for temporary construction water service and dust control purposes.

The Water Resources Department and Purchasing recommend authorizing the renewal with Badger Meter Inc., dba National Meter Automation, at $35,000, based on estimated usage.

*5-o. Greenfield Water Reclamation Plant (GWRP), Phase III Expansion Guaranteed Maximum Price (GMP) No. 2. **(Citywide)**

The City of Mesa, Town of Gilbert, and Town of Queen Creek seek to provide an additional 14 million gallons per day annual average day flow of liquids and solids treatment capacity at the existing GWRP, complete with the required infrastructure, technology, and environmental features to ensure a reliable, efficient, and expanded plant to meet the current and future demands.

Staff recommends awarding the contract for the completion of this project to McCarthy Building Companies in the amount of $120,302,333 and authorize a change order allowance $6,015,117 (5%) for a total project amount of $126,317,450. This project is funded by the Greenfield Water Reclamation Plant Joint Venture Fund, with contributions coming from its members based on usage. Mesa's portion of this GMP is $72,229,521 and is funded by 2014 authorized Wastewater Bonds.

*5-p. Sewer Pipe and Manhole Rehabilitation: Mesa Drive, Millet Avenue, Horne, and 6th Avenue. **(District 4)**

The existing sanitary sewer lines covered by this project were built during the 1950's and 1960's. The age of these pipes greatly increases their risk of failure and emergency repairs. This method of construction can be completed while leaving the pipe in place and without excavation. Similarly, the sewer manholes will be cleaned, repaired, and coated in place. Only the concrete adjustment rings will be removed and replaced.

Staff recommends awarding the contract for this project to the lowest, responsible bidder, B and F Contracting, Inc, in the amount of $1,394,294.67, and authorize a change order allowance in the amount of $139,430 (10%), for a total amount of $1,533,724.67. Funding for this project is available from the 2014 Wastewater Bond Program.

*5-q. Sidewalks at Railroad Crossing on Alma School. **(Districts 3 and 4)**

To continue to meet current railroad approach and clearance standards at the Alma School Road railroad crossing, additional safety improvements will need to be made. The project improvements for roadway and sidewalk approach at this location will facilitate greater public safety and needed clearances from railroad signals along with a smoother roadway crossing of the Union Pacific Railroad track. Mesa will participate in the federally-funded Railway-Highway Grade Crossing Program, and will be responsible

for adjusting the existing concrete sidewalks around the proposed cantilevers and gates, and installing concrete medians.

This project was previously awarded by Council on July 10, 2017, however, the previously selected contractor could not comply with the federal requirements and the project was released for bid a second time.

Staff recommends awarding the contract to the lowest, responsible bidder, AJP Electric, in the amount of $149,494, plus an additional $14,949 (10%) as a change order allowance, for a total amount of $164,443. Funding is available from the Local Streets Sales Tax, of which 94.3% will be reimbursed by Arizona Department of Transportation (Federal) Grant under the Railway-Highway Grade Crossing.

6. Take action on the following resolutions:

*6-a. Approving and authorizing the City Manager to submit the Second Substantial Amendment to the Fiscal Year 2017/2018 Annual Action Plan to the U.S. Department of Housing and Urban Development related to the allocation of funding obtained under the Community Development Block Grant (CDBG) program. This Amendment will allow for reallocation of $600,000 in CDBG funds from the Senior Center Renovation Project (247 North Macdonald) to the Eagles Park Project (828 East Broadway Road). **(District 4)** – Resolution No. 11088.

*6-b. Approving and authorizing the City Manager to enter into a Grant Agreement with the Arizona Department of Public Safety to accept $1,335,284 in Victims of Crime Act (VOCA) grant funds. The finding will be used for salaries and expenses for the Mesa Prosecutors Office, Victim Services Unit for a three-year period. **(Citywide)** – Resolution No. 11089.

*6-c. Approving and authorizing the City Manager to enter into a Lease Agreement with New Cingular Wireless PCS for a cellular site on a portion of 5950 East Virginia Street, also known as Mesa Fire Station 214. **(District 5)** – Resolution No. 11090.

*6-d. Approving and authorizing the City Manager to enter into a Development Agreement for City-Share Reimbursement with PPGN-Ray, LLLP, for the reimbursement of $100,568 for regional street and street lighting improvements that are being required by the City in conjunction with a proposed residential development known as Crismon Road at PPGN, located at 5461 South Ellsworth Road. **(District 6)** – Resolution No. 11091.

*6-e. Approving and authorizing the City Manager to enter into an Intergovernmental Agreement with the Maricopa County, Department of Transportation for the pavement rehabilitation of Adobe Road from Higley Road to Recker Road. The City will contribute an estimated $54,417 for the portion of the project that is within City boundaries that will be funded from the 2013 Streets Bond Program. **(District 5)** – Resolution No. 11092.

*6-f. Approving and authorizing the City Manager to enter into First Amendments to the Development Agreement, Ground and Air Lease, and License Agreement with 3W Management, LLC, to facilitate the development of, and job creation and retention at, the City-owned property generally located at the southwest corner of Main Street and South Pomeroy and 34 South Pomeroy, which is the development commonly known as The GRID. **(District 4)** – Resolution No. 11093.

7. Introduction of the following ordinance and setting February 26, 2018 as the date of the public hearing on this ordinance:

*7-a. **ZON17-00323 (District 5)** The 8800 to 8900 blocks of East Main Street (south side). Located west of Red Mountain Freeway on the south side of Main Street (16.4± acres). Rezoning from RS-43 and GC to GC-PAD; and Site Plan Review. This request will allow for the development of an RV dealership and storage facility. Jeff Welker, Welker Development Resources, applicant; Roger D. Overson, owner.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 6-0)

8. Discuss, receive public comment, and take action on the following ordinances:

*8-a. **ZON17-00309 (District 2)** The 5200 block of East Inverness Avenue (south side). Located east of Higley Road south of the US60 Freeway (1.9 ± acres). Rezoning from RM-3-PAD to LC; and Site Plan Review. This request will allow for the development of a commercial building. John Schoenauer, HD Management, applicant; Sevilla, LLC, owner. – Ordinance No. 5419.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-b. **ZON17-00283 (District 6)** The 7100 to 7300 blocks of East Ray Road (north side). Located east of Power Road on the north side of Ray Road (56.0± acres). Rezone from LI-AF to LI-AF-PAD. This request will allow for the development of an industrial subdivision. Omar Cervantes, XCL Engineering, LLC, applicant; Phx-Mesa Gateway Airport 193, LLC, owner. – Ordinance No. 5420.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

*8-c. **ZON17-00432 (District 3)** The 800 and 900 blocks of West Southern Avenue (south side), the 1200 and 1300 blocks of South Extension Road (west side), and the 800 and 900 blocks of West Grove Avenue (north side). Located at the southwest corner of Southern Avenue and Extension Road (19.3 ± acres). PAD Amendment; Site Plan Modification. This request will allow the development of a new multiple-residence building in an existing multiple-residence complex. Reese Anderson, Pew and Lake, PLC, applicant; Edward B. Frankel, Trustee of the Frankel Family Trust, owner. – Ordinance No. 5421.

Staff Recommendation: Approval with conditions

P&Z Board Recommendation: Approval with conditions (Vote: 7-0)

9. Take action on the following subdivision plat:

*9-a. "Allred Ranch" **(District 2)** The 2900 to 3100 blocks of East Southern Avenue (north side), and the 900 to 1200 blocks of South Los Alamos (west side). Located east of

Lindsay Road on the north side of Southern Avenue. 108 RSL-4.5 PAD lots (25± acres). KB Home Phoenix, Inc., developer; Dan Auxier, EPS Group, engineer.

Items not on the Consent Agenda

10. Items from citizens present.

There were no items from citizens present.

11. Adjournment.

Without objection, the Regular Council Meeting adjourned at 5:57 p.m.

CITY OF MESA CORPORATE SEAL MARICOPA COUNTY, AZ

JOHN GILES, MAYOR

ATTEST:

DEE ANN MICKELSEN, CITY CLERK

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Council Meeting of the City Council of Mesa, Arizona, held on the 5th day of February, 2018. I further certify that the meeting was duly called and held and that a quorum was present.

DEE ANN MICKELSEN, CITY CLERK

js

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018011
INFORMATION TECHNOLOGY SOLUTIONS & SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400
	Mesa, AZ 85201
Attention	Sharon Brause, CPPO, CPPB, CPCP Senior Procurement Officer
E-Mail	Sharon.Brause@MesaAZ.gov
Phone	(480) 644-2815
Fax	(480) 644-2655

AND

CDW GOVERNMENT LLC, ("Contractor")

Mailing Address	230 N. Milwaukee Ave
	Vernon Hills, IL 60061-9740
Remit Address	75 Remittance Dr, Suite #1515
	Chicago, IL 60675-1515
Attention	Jumana Dihu, Program Manager
E-Mail	jumdihu@cdwg.com
Phone	(312) 547-2495
Fax	(312) 705-9437
Website	www.cdwg.com

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to solicitation ("Agreement") is entered into this 28th day of February, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **CDW GOVERNMENT LLC,** an Illinois limited liability company ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued solicitation number **2018011** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS & SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **March 1, 2018** and ending on **February 28, 2023**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

   1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of **two (2), one (1) year** periods. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

   1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order**.** Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. **I**n many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise

stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

   a. Amendments to the Agreement
   b. Agreement
   c. Exhibits
      1. Mesa Standard Terms & Conditions (Exhibit C)
      2. Pricing (Exhibit B)
      3. Scope of Work (Exhibit A)
      4. Other Exhibits not listed above
   d. Solicitation including any addenda
   e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

   It is the Contractor's responsibility to provide the City with an up-to-date price list for the duration of the Agreement.

   6.1 **Prices.** All pricing discounts shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement, and will include all costs of the Contractor providing the materials/service including transportation, insurance and

warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

6.2 **Price Adjustment**. Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.3 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.4 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable taxes; and
j. Total amount due.

6.5 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.6 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance**.

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City

with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C**.

10. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the

Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work / Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

15. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____ Digitally signed by Edward Quedens Location: City of Mesa Business Services Date: 2018.03.02 13:18:03 -07'00'

Printed Name

Title

Date

REVIEWED BY:

By: _____

CDW GOVERNMENT LLC

By: _____

Christina V. Rother
Printed Name

President
Title

March 1, 2018
Date

EXHIBIT A
SCOPE OF WORK

1. **MINIMUM REQUIREMENTS.** Contractor must meet the following minimum qualifications:

a. A full range of information technology solution products and services to meet varying requirements of governmental agencies.
b. Have a strong national presence as a computer solutions provider.
c. Have a distribution model capable of delivering products, free of charge, in a timely manner on a nationwide basis.
d. Have a demonstrated sales presence.
e. Ability to provide a toll-free telephone and state of the art electronic facsimile and internet ordering and billing capabilities.
f. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:

a. Online
b. Telephone
c. Fax
d. Email

3. **SCOPE OF PRODUCTS.** Contractor will provide the ability to purchase a comprehensive, wide variety of Information Technology Solution Products including, but not limited to, the following categories:

a. Personal Computer Systems: National brand name desktop PCs, notebooks and laptops from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo and Toshiba.

b. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

c. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

d. Laptop Computer or Notebook: These will be used by traveling or remote access users for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

e. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

f. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

g. Computer and Network Products and Peripherals: Complete availability of major manufacturers Product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, keyboards, drives, memory cards, cables, batteries, etc.

h. Services:

i. Services means such as, consulting, technical support, trade-ins, repair, design, analysis, configuration, implementation, installation, training, and maintenance, etc. In addition, services which are related to the design, use or operation of the Products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. as described generally in this Agreement and as more particularly described in a Statement of Work or SOW (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services.

ii. Cloud Computing means third party cloud computing and storage services, where Contractor acts as a rebiller only and has no control over the delivery of the cloud computing and storage services. City acknowledges that the cloud service provider, and not Contractor, will be responsible for performance of the Cloud Services. Also, before Contractor can sell cloud computing and/or storage services from a third party to the City, City must execute an agreement governing said cloud computing and/or storage services with the third-party cloud services provider.

i. Comprehensive Product Offering: Contractor's catalog and Services set forth in Exhibit B shall be available. The City reserves the right to accept or reject any or all items offered.

j. Financing: Options available such as lease programs and conditional sales contracts.

4. **LICENSES.** The City may be required to sign a separate agreement, rider or End User Licensing Agreement ("EULA"), or such other terms as required by manufacturers, software publisher, or cloud service provider.

5. **DEFECTIVE PRODUCT.** All defective Products shall be replaced and exchanged by the Contractor. The cost of transportation, re-shipping or other like expenses shall be paid by the Contractor and in the case of certain, special orders, other reasonable charges may be paid by the Contractor as defined in the order or as otherwise agreed to by the Parties. All replacement Products must be received by the City within seven (7) days of initial notification, when such products are in Contractor stock; if replacement Product is not in Contractor's stock, Contractor will use commercially reasonable efforts to order the product within one (1) business day of the initial notification from the City and will ensure product is received within seven (7) days after Contractor's receipt of the product.

EXHIBIT B
PRICING

Item #	Product	Product / Group	Discount	Manufacturer Name
1)	Group 1 - Systems	1) Desktops	2.10%	All
		2) Notebooks	2.10%	All
		3) Tablets	2.25%	All
		4) Servers (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc.)	4.00%	All
2)	Group 2 - Input Devices	5) Keyboards	6.75%	All
		6) Mice	6.75%	All
		7) Imaging Scanners	3.00%	All
		8) POS Scanners	3.00%	All
		9) Pointing Devices	3.50%	All
		10) Bar Code Readers	4.25%	All
		11) Audio Input	15.00%	All
		12) Input Adapters	5.00%	All
		13) PC and Network Cameras	5.50%	All
		14) Input Cables	15.00%	All
		15) Input Accessories	6.75%	All
3)	Group 3 - Output Devices	16) Displays	3.50%	All
		17) Printers	3.00%	All
		18) Inkjet Printers	3.00%	All
		19) Inkjet Photo Printers	3.00%	All
		20) Laser Printers	3.00%	All
		21) Label Printers	4.25%	All
		22) Dot Matrix Printers	3.00%	All
		23) Multi-Function Printers	3.00%	All
		24) Wide Format Printers	3.00%	All
		25) Multi-Function Inkjet Printers	3.00%	All
		26) Wide Format Printers	3.00%	All
		27) Fax Machine Printers	3.00%	All
		28) Printer Accessories	3.00%	All
		29) Projectors	3.50%	All
		30) Projector Accessories	3.50%	All
		31) Audio Input	15.00%	All
		32) Video Cards	3.50%	All

EXHIBIT B
PRICING

		33) Sound Cards	3.50%	All
		34) Output Accessories	6.75%	All
		35) Printer Consumables	3.00%	All
4)	Group 4 - Memory	36) Desktop	13.00%	All
		37) Flash	5.50%	All
		38) Networking	13.00%	All
		39) Notebook	13.00%	All
		40) Printer / Fax	13.00%	All
		41) Server	13.00%	All
5)	Group 5 - Storage Devices	42) Adapters Fiber Channel	5.50%	All
		43) Adapters FireWire / USB	5.50%	All
		44) Adapters IDE/ATA/SATA	5.50%	All
		45) Adapters RAID	5.50%	All
		46) Adapters SCSI	5.50%	All
		47) Bridges & Routers	5.50%	All
		48) Disk Arrays	5.50%	All
		49) Disk Arrays JBOD	5.50%	All
		50) Drives Magneto-Optical	5.50%	All
		51) Drives Removable Disks	5.50%	All
		52) Fiber Channel Switches	5.50%	All
		53) Hard Disks - External	5.50%	All
		54) Hard Disks - Fiber Channel	5.50%	All
		55) Hard Disks - IDE/ATA/S	5.50%	All
		56) Hard Disks - Notebook	5.50%	All
		57) Hard Disks - SCSI	5.50%	All
		58) Networking Accessories	5.50%	All
		59) Optical Drives - CD-ROM	5.50%	All
		60) Optical Drives - CD-RW	5.50%	All
		61) Optical Drives - DVD-CD	5.50%	All
		62) Optical Drives - DVD-RW	5.50%	All
		63) Storage Accessories	5.00%	All
		64) Storage - NAS	5.00%	All
		65) Storage - SAN	5.00%	All
		66) Tape Autoloaders -AIT	5.00%	All
		67) Tape Autoloaders - DAT	5.00%	All
		68) Tape Autoloaders - DLT	5.00%	All
		69) Tape Autoloaders - LTO	5.00%	All
		70) Tape Drives - 4mm	5.00%	All

EXHIBIT B
PRICING

		71) Tape Drives - 8mm/VXA	5.00%	All
		72) Tape Drives - AIT	5.00%	All
		73) Tape Drives - DAT	5.00%	All
		74) Tape Drives - DLT	5.00%	All
		75) Tape Drives - LTO/Ultrium	5.00%	All
		76) Tape Drives SDLT	5.00%	All
		77) Tape Drives - Travan	5.00%	All
6)	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	5.50%	All
		79) Bridges & Routers	5.50%	All
		80) Gigabit Hubs & Switches	5.50%	All
		81) Concentrators & Multiplexers	5.50%	All
		82) Hardware Firewalls	5.50%	All
		83) Intrusion Detection	5.50%	All
		84) KVM	4.00%	All
		85) Modems	5.50%	All
		86) Network Test Equipment	5.50%	All
		87) Network Adapters	5.50%	All
		88) Network Cables	15.00%	All
		89) Network Accessories	5.50%	All
		90) Repeaters & Transceivers	5.50%	All
		91) Wireless LAN Accessories	5.50%	All
		92) Token Authentication	5.50%	All
		93) 10G Fiber Optic Transceivers	5.50%	All
		94) 1G Fiber Optic Transceivers	5.50%	All
7)	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All
		96) Licensing Backup	4.00%	All
		97) Licensing Barcode/OC	4.00%	All
		98) Licensing Business Application	4.00%	All
		99) Licensing CAD/CAM	4.00%	All
		100) Licensing - Cloning	4.00%	All
		101) Licensing - Computer Services	4.00%	All
		102) Licensee - Database	4.00%	All
		103) Licensing - Development	4.00%	All
		104) Licensing - Entertainment	4.00%	All
		105) Licensing - Financial	4.00%	All
		106) Licensing - Flow Chart	4.00%	All
		107) Licensing - Graphic Design	4.00%	All
		108) Licensing - Handheld	4.00%	All

EXHIBIT B
PRICING

		109) Licensing - Network OS	4.00%	All
		110) Licensing - OS	4.00%	All
		111) Licensing - Personal Organization	4.00%	All
		112) Licensing - Presentation	4.00%	All
		113) Licensing - Reference	4.00%	All
		114) Licensing - Report Analysis	4.00%	All
		115) Licensing - Spreadsheet	4.00%	All
		116) Licensing - Utilities	4.00%	All
		117) Licensing - Warranties	4.00%	All
		118) Licensing - Web Development	4.00%	All
		119) Licensing - Word Processing	4.00%	All
		120) Software - Backup	4.00%	All
		121) Software - Barcode / OCR	4.00%	All
		122) Software - Business Application	4.00%	All
		123) Software - CAD/CAM	4.00%	All
		124) Software - Cloning	4.00%	All
		125) Software - Computer Services	4.00%	All
		126) Software - Database	4.00%	All
		127) Software - Development	4.00%	All
		128) Software - Entertainment	4.00%	All
		129) Software - Financial	4.00%	All
		130) Software - Flow Chart	4.00%	All
		131) Software - Graphic Design	4.00%	All
		132) Software - Handheld	4.00%	All
		133) Software - OS	4.00%	All
		134) Software - Personal Organization	4.00%	All
		135) Software - Presentation	4.00%	All
		136) Software - Reference	4.00%	All
		137) Software - Report Analysis	4.00%	All
		138) Software - Spreadsheet	4.00%	All
		139) Software - Utilities	4.00%	All
		140) Software - Warranties	4.00%	All
		141) Software - Web Development	4.00%	All
		142) Software - Word Processing	4.00%	All
8)	Group 8 - Media Supplies	143) Media - 4mm tape	5.50%	All
		144) Media - AIT tape	5.50%	All
		145) Media - DAT tape	5.50%	All
		146) Media - DLT tape	5.50%	All

EXHIBIT B
PRICING

		147) Media LTO / Ultrium tape drive	5.50%	All
		148) Media - Magneto - Optical	5.50%	All
		149) Media - Optical	5.50%	All
		150) Media - SLR tape	5.50%	All
		151) Media - Travan tape	5.50%	All
		152) Media - VXA tape	5.50%	All
		153) Media - zip	5.50%	All
9)	Group 9 - Collaboration & IP Telephony	154) IP phones	4.25%	All
		155) Video conferencing products	4.25%	All
		156) Voice gateways / servers	4.25%	All
		157) Headsets	4.25%	All
		158) Audio conferencing products	4.25%	All
		159) Analog phones	4.25%	All
		160) Accessories	4.25%	All
10)	Group 10 - Other	161) Advanced Integration	3.00%	All
		162) Asset Disposal	3.00%	All
		163) Asset Management	3.00%	All
		164) Cables	15.00%	All
		165) Cables - custom	15.00%	All
		166) Cables - printer	15.00%	All
		167) Complex warranties	3.00%	All
		168) Desktop Accessories	6.75%	All
		169) Display Accessories	3.50%	All
		170) Electronic Services	3.00%	All
		171) Handheld Accessories	6.75%	All
		172) Imaging Accessories	6.75%	All
		173) Imaging - Camcorders	3.50%	All
		174) Imaging - Digital Cameras	3.50%	All
		175) Internal Lab Service	3.00%	All
		176) Lab fees	3.00%	All
		177) Managed Services	3.00%	All
		178) Miscellaneous solutions	3.00%	All
		179) Mounting hardware for vehicles	2.50%	All
		180) Networking Warranties	3.50%	All
		181) Notebook Accessories	2.50%	All
		182) Notebook Batteries	5.00%	All
		183) PC Lab order services	3.00%	All
		184) POS Accessories	4.25%	All

		185) POS Displays	4.25%	All
		186) Power Accessories	5.00%	All
		187) Power Surge Protection	5.00%	All
		188) Power UPS	5.00%	All
		189) Server Accessories	4.00%	All
		190) Service Charge	2.00%	All
		191) System Components	13.00%	All
		192) Training Courses	3.00%	All
		193) Training Reference Manuals	3.00%	All
		194) Warranties - Electronic	3.00%	All
		195) iPAD / Tablet Stylus	6.75%	All
		196) Mouse / Wrist Pads	6.75%	All
		197) Security Locks and Hardware	6.75%	All
		198) Tools	6.75%	All
		199) Document Scanner Accessories	3.00%	All
		200) Flatbed Scanners	3.00%	All
		201) Mobile Scanners	3.00%	All
		202) Network Scanners	3.00%	All
		203) Sheet fed Scanners	3.00%	All
		204) Wide Format Scanners	3.00%	All
		205) Workgroup / Department Scanner	3.00%	All
		206) Build to Order Desktops	2.10%	All
		207) Nettop	3.00%	All
		208) Point of Sale	4.25%	All
		209) Ultra Small Form Factor	2.10%	All
		210) Apple / Mac Memory Upgrades	13.00%	All
		211) Chips / SIMMs/SIPPs / ROMs	13.00%	All
		212) Computer Cases	13.00%	All
		213) CPUs / Fans	13.00%	All
		214) Memory Accessories	13.00%	All
		215) Motherboards / Chassis	13.00%	All
		216) 1 - 2 port Serial Boards	13.00%	All
		217) 3+ port Serial Boards	13.00%	All
		218) Console Server	4.00%	All
		219) Device Server	4.00%	All
		220) Terminal Server	4.00%	All
		221) Content Management	4.00%	All
		222) Firewall / VPN Appliances	5.50%	All

		223) Multifunction Security Appliances	5.50%	All
		224) Network Camera Accessories	5.50%	All
		225) Network Cameras	5.50%	All
		226) Physical/Environmental Security	5.50%	All
		227) Security Appliance Accessories	5.50%	All
		228) Security Tokens	5.50%	All
		229) Unified Threat Management	5.50%	All
		230) 2-way Radios / Walkie Talkies	6.75%	All
		231) Apple Notebooks	2.50%	All
		232) Convertible PCs / Slate PCs / iPAD	2.25%	All
		233) iPAD	2.25%	All
		234) Slate Tablet Computers	2.25%	All
		235) GPS / PDA	6.75%	All
		236) Wireless Communication Devices	2.50%	All
		237) Batteries	5.00%	All
		238) Power Supplies / Adapters	5.00%	All
		239) Rackmountain Equipment	5.00%	All
		240) Remote Power Management	5.00%	All
		241) Surge Suppressors	5.00%	All
		242) UPS / Battery Backup	5.00%	All
		243) 14" & smaller LCD Display	3.50%	All
		244) 15-19" LCD Display	3.50%	All
		245) 15-19" Wide LCD Display	3.50%	All
		246) 15-19" Wide LED Display	3.50%	All
		247) 20-30" LCD Display	3.50%	All
		248) 20-30" Wide LCD Display	3.50%	All
		249) 20-30" Wide LED Display	3.50%	All
		250) PCoIP and Zero Client Displays	3.50%	All
		251) Arm Mounts	3.50%	All
		252) Ceiling Mounts	3.50%	All
		253) Combo Mounts	3.50%	All
		254) Desktop Stands / Risers	3.50%	All
		255) Flat Wall Mounts	3.50%	All
		256) Mount Accessories	3.50%	All
		257) Pole Display	4.25%	All
		258) Stands / Carts / Feet	3.50%	All
		259) Tilt Wall Mounts	3.50%	All

EXHIBIT B
PRICING

		260) C-Cure Products	4.00%	All
		261) Istar Products	5.50%	All
11)	Group 11 - Services	**SERVICE**	**STANDARD HOURLY RATE**	**DISCOUNT FROM STANDARD RATE**
		Design and Analysis	Please see CDW•G's Professional Services Offering below for descriptions of CDW•G's Professional Services.	
		Configuration		%
		Implementation		%
		Installation		%
		Training		%
		Maintenance & Support		%
		CDW Configuration Services		5%
12)	Group 12 - Additional Products/Services Not Identified	Please see CDW•G's Configuration Services Pricelist below for descriptions and pricing of CDW•G's Configuration Services.		
		Apple Products for eligible Government and Educational Entities		0.50%

CDW•G has conformed to the National Pricing structure aligning to National IPA's product taxonomy, however, **CDW•G will manage the resultant contract according to CDW•G's Product Tree below, which shall govern all purchases and provides more breadth and a more complete representation of the CDW•G Catalog. All discounts will be applied by product category listed below to CDW•G's Nationally Advertised Pricing which is publicly verifiable at** www.cdwg.com**.**

CDW•G Product Tree Categories	Discount
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
PC Compatible Desktop Computer	2.10%
PC Compatible Workstation	3.00%
Blade PCs	3.00%
RISC Processor Workstation	3.00%
Thin Clients	3.00%
Web TV Access Unit	3.00%

EXHIBIT B
PRICING

Windows Based Terminals	3.00%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Notebook Accessories	2.50%
Wireless Communication Devices	2.50%
Convertible PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%
Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

CDW•G will work with Manufacturers and the City or Participating Agencies, as applicable, post award to ensure they are aware of and participating in special manufacturer programs.

CDW•G Account Managers will work with the City or Participating Agencies, as applicable, post award to determine if large orders qualify to receive additional discounts. These discounts are dependent on order size, delivery schedule and will be negotiated with Manufacturers.

As Apple's largest Corporate Channel Partner in the U.S., CDW•G has negotiated to offer Apple Products to Eligible Government and Educational Entities at the discount listed above and in the pricing table in this Exhibit B.

EXHIBIT B
PRICING

CDW•G Professional Services Offering

Major Metro Service Areas

Washington, DC	Raleigh	Madison
New York City Metro	Houston	Wausau
Los Angeles	Tampa	Milwaukee
San Francisco	Atlanta	Appleton
San Diego	National	Grand Rapids
Boston Metro	Dallas	Indianapolis
Chicago	Cincinnati	Cleveland
Federal	Detroit	
Philadelphia	Minneapolis	
Seattle	St. Louis/KC	
	Denver	
	Nashville	
	Portland	

Services apply to both CDW•G executed professional services and services which are sub-contracted through a CDW•G authorized third party provider. Hourly or fixed rates will be negotiated based on the customer, geography, scope of the professional service engagement, and level of engineer required to perform the service. CDW•G will create a Statement of Work (SOW) detailing the exact scoping and pricing of the Services to be provided, which will be executed by CDW•G and the National IPA member prior to the start of Services. Sample SOW is included in our proposal. Expenses (T and E) may be an additional consideration depending on project specifics.

Solution Domain	Discipline	Technology Domain	Role
Datacenter	Storage	Data Migration	Senior Consulting Engineer
		EMC	Senior Consulting Engineer
		IBM	Senior Consulting Engineer
		VMWare	Senior Consulting Engineer
		NetApp	Senior Consulting Engineer
Datacenter	Networking & Enterprise Networking	Infrastructure & Networking	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
Mobility	Client Management	Client Virtualization Endpoint Management Mobile Device Management	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead
	VDI	Citrix	Senior Consulting Engineer
Security	Network Security	Network Security	Associate Consulting Engineer
			Consulting Engineer
			Senior Consulting Engineer
			Principal Consulting Engineer
			Technical Lead

EXHIBIT B
PRICING

	Security	**Information Security**	**Information Security**	Penetration Testing
				Gap Analysis (HIPAA gap, PCI Gap, NIST)
	Collaboration	**Communication**	**Voice, Video Collaboration**	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	**Engagement**	**Contact Center**	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Collaboration	**Productivity**	**Information Worker**	Associate Consulting Engineer
				Consulting Engineer
				Senior Consulting Engineer
				Principal Consulting Engineer
				Technical Lead
	Consulting Advisory Services	**Consulting Advisory Services**	**Consulting Advisory Services**	CAS_Business_Analyst
				CAS_Consulting_Services_Architect
				CAS_Engagement_Manager
				CAS_Technology_Architect
				CAS_Business_Architect
	Project & Program Management	**Project & Program Management**	**Project & Program Management**	Project Admin
				Project Manager
				Senior Project Manager
				Program Manager

CDW•G Configuration Services

Service Group	EDC	Description	Advertised Price	Contract Discount	Contract Ceiling Price
Hardware Configurations and Priority Service					
Priority	1625768	PRIORITY SERVICE	$ 21.99	5%	$ 20.89
Hardware	1706188	CDW Hardware Install for Server	$ 32.99	5%	$ 31.34
Hardware	1706189	CDW Hardware Install for DT-LT	$ 17.99	5%	$ 17.09
Hardware	1820627	CDW Hardware Install for Netcom	$ 22.99	5%	$ 21.84
Hardware	3558560	CDW MOBILE DEVICE SIM CARD INSTALL	$ 9.99	5%	$ 9.49
Hardware	2437037	CDW RACK CONFIG 1 CREDIT	$ 82.99	5%	$ 78.84
Hardware	3803338	CDW HARDWARE INSTALL FOR PRINTER	$ 32.99	5%	$ 31.34
Asset Tagging					
Asset Tags	322170	CDW ASSET TAGS NO INSTALL MAIL ONLY	$ 0.98	5%	$ 0.93
Asset Tags	338519	CDW ASSET TAG W/O INSTALL	$ 9.99	5%	$ 9.49
Asset Tags	338521	CUSTOMER ASSET TAG CONFIG SERVICE	$ 9.99	5%	$ 9.49
Asset Tags	500814	CDW CREATE CUSTOM TAG/LABEL	$ 29.99	5%	$ 28.49
Asset Tags	500815	BASIC CUSTOM TAG	$ 9.99	5%	$ 9.49
Asset Tags	500817	INTERMEDIATE CUSTOM TAG	$ 17.99	5%	$ 17.09

EXHIBIT B
PRICING

Asset Tags	500818	ADVANCED CUSTOM TAG	$ 22.99	5%	$	21.84
Asset Tags	537315	CDW CREATED CUSTOM TAG – MAIL ONLY	$ 1.22	5%	$	1.16
Asset Tags	955862	CDWG UID TAG/LABEL	$ 9.99	5%	$	9.49
Asset Tags	1095109	CDW RFID TAG	$ 61.99	5%	$	58.89
Asset Tags	3465262	BASIC CUSTOM TAG W/BOX DUP TAG	$ 10.99	5%	$	10.44
Asset Tags	3465269	CUSTOMER ASSET TAG W/BOX DUP REQ6330	$ 10.99	5%	$	10.44
Asset Tags	4347185	CUSTOMER ASSET TAG W BOX DUP REQ6247	$ 12.99	5%	$	12.34
Asset Tags	3465895	INTERMEDIATE CUSTM TAG W-BOX DUP TAG	$ 21.99	5%	$	20.89
Asset Tags	3982815	ADV CUSTOM TAG W/BOX DUP	$ 24.99	5%	$	23.74
Configuration Service Bundles						
Bundle	2342089	CDW HW IMAGE CDW ASSET TAG-REQ1173	$ 45.99	5%	$	43.69
Bundle	2342092	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	$ 52.99	5%	$	50.34
Bundle	2342096	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	$ 52.99	5%	$	50.34
Bundle	2342098	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	$ 46.99	5%	$	44.64
Bundle	2342102	CDW IMAGE CDW ASSET TAG PRI-REQ1177	$ 39.99	5%	$	37.99
Bundle	2342106	CDW HW IMAGE PRIORITY-REQ1178	$ 53.99	5%	$	51.29
Bundle	2423730	CDW HW IMAGE CDW ASSET PRI-REQ1193	$ 53.99	5%	$	51.29
Bundle	2423732	CDW HW IMG BSC CSTM TAG PRI-REQ1194	$ 59.99	5%	$	56.99
Bundle	2423734	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	$ 59.99	5%	$	56.99
Bundle	2426793	CDW IMAGE CUSTMER ASSET TAG-REQ1197	$ 39.99	5%	$	37.99
Bundle	2426795	CDW IMAGE CDW ASSET TAG-REQ1198	$ 32.99	5%	$	31.34
Bundle	2426798	CDW HARDWARE IMAGE DEPLOY-REQ1199	$ 45.99	5%	$	43.69
Bundle	2853723	CDW IMAGE BASIC CUSTOM TAG-REQ1324	$ 39.99	5%	$	37.99
Bundle	2853726	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	$ 39.99	5%	$	37.99
Bundle	3269810	CDW HW IMG INTRM TAG CMPTRAC REQ1901	$ 63.99	5%	$	60.79
Bundle	3327808	CDW LIGHT TOUCH IMAGE DEPLOY W-VPN	$ 42.99	5%	$	40.84
Bundle	4008018	LEVEL 1 IOS\ETCH INSERT REQ 5075	$ 39.99	5%	$	37.99
Bundle	4008025	LEVEL 1 IOS\ETCH REQ 5076	$ 33.99	5%	$	32.29
Bundle	4041681	IOS LVL1 & SRVC CUST INSERT REQ5156	$ 28.99	5%	$	27.54
Bundle	4056755	INT CUST TAG&DUP + DATA CAP CONTRACT	$ 21.99	5%	$	20.89
Bundle	4086733	CDW LT IMAGE DEPLOY W/VPN&BOX LABEL	$ 44.99	5%	$	42.74
Bundle	4171085	COI SPECOPS & PROJECTMANGEMENT R5611	$ 569.99	5%	$	541.49
Diagnostics						
Diagnostics	214266	CDW BURN IN 12 HOURS	$ 21.99	5%	$	20.89
Imaging						
Imaging	195856	CDW INSTALLING CUSTOM SERVER IMAGE	$ 113.99	5%	$	108.29
Imaging	247489	HILL ROM CREATE CUSTOM RESTORE CD	$ 49.99	5%	$	47.49
Imaging	266912	CDW APPLE IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	283926	CDW MASTER IMAGE CREATION CREDIT	$ 183.99	5%	$	174.79
Imaging	379370	CDW INSTALLING CUSTOM PDA IMAGE	$ 17.99	5%	$	17.09
Imaging	534223	CDW STANDARD IMAGE DEPLOYMENT DT/NB	$ 32.99	5%	$	31.34
Imaging	763587	FLASH DRIVE IMAGING	$ 9.99	5%	$	9.49
Imaging	763593	CDW USB RESTORE UPTO 16GB	$ 39.99	5%	$	37.99
Imaging	809048	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	$ 31.99	5%	$	30.39
Imaging	1640342	CDW INSTALLING ALTIRIS SERVER IMAGE	$ 113.99	5%	$	108.29
Imaging	1926223	CDW TERMINAL IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	2691836	CDW ZERO TOUCH IMAGE DEPLOYMENT	$ 32.99	5%	$	31.34
Imaging	2798606	CDW IMAGE MODEL MIGRATION CREDIT	$ 113.99	5%	$	108.29

EXHIBIT B
PRICING

Imaging	2869570	CDW USB RESTORE UPTO 32GB	$ 52.99	5%	$	50.34
Imaging	3652393	CDW CREATE CUSTOM RECOVERY PARTITION	$ 353.99	5%	$	336.29
Imaging	3765107	SERVER RACKING ADV IMAGING SVC	$ 219.99	5%	$	208.99
Imaging	3982809	CDW USB RESTORE SVC UPTO 64GB	$ 63.99	5%	$	60.79
Imaging	4008336	CHROME WHITE GLOVE SERVICE TIER1	$ 22.93	5%	$	21.78
Imaging	4008354	CHROME WHITE GLOVE SERVICE TIER2	$ 24.93	5%	$	23.68
Imaging	4419882	CHROME UNMANAGED KIOSK APP INSTALL	$ 28.92	5%	$	27.47
Imaging	4086723	CDW IMAGE DEPLOY W BOX LABEL REQ6281	$ 33.99	5%	$	32.29
Imaging	4086738	CDW SCCM SRV-ZERO TOUCH W/BOX LABEL	$ 33.99	5%	$	32.29
Laser Etching / Color Branding						
Laser Etching	1461344	CDW LASER ETCHING-TIER 1 STATIC SML	$ 11.00	5%	$	10.45
Laser Etching	2815190	CDW LASER ETCHING-TIER 2 STATIC LRG	$ 15.00	5%	$	14.25
Laser Etching	2815191	CDW LASER ETCHING-TIER 3 DYNAMIC	$ 22.00	5%	$	20.90
Color Branding	3223260	CDW COLOR BRANDING TEMPLATE	$ -	5%	$	-
Color Branding	4100630	CDW COLOR BRANDING TIER 1	$ 15.00	5%	$	14.25
Color Branding	3223250	CDW COLOR BRANDING TIER 2	$ 22.00	5%	$	20.90
Color Branding	3436605	CDW COLOR BRANDING TIER 3	$ 30.00	5%	$	28.50
Mobile Carts						
Mobile Carts	4466480	CDW CHROMEBOOK WIRE CART CONFIG	$ 120.00	5%	$	114.00
Netcom						
Netcom	311718	CDW NETWORK & SECURITY DEVICE CONFIG	$ 40.00	5%	$	38.00
Netcom	1550455	CDW NETWORK & SEC CHASSIS CONFIG BUN	$ 100.00	5%	$	95.00
Netcom	1550460	CDW NETWORK & SEC DEVICE CONFIG BUN	$ 65.00	5%	$	61.75
Netcom	2394839	CDW NETWORK & SEC CHASSIS CONFIG	$ 70.00	5%	$	66.50
Netcom	2432019	CDW VPN DOMAIN JOIN ONLY	$ 8.00	5%	$	7.60
Netcom	3628500	CDW VPN DOMAIN JOIN ONLY-PCA	$ 8.00	5%	$	7.60
Netcom	3651585	CDW AP/ENDPOINT PROVISIONING	$ 30.00	5%	$	28.50
Netcom	4121801	CDW AP/ENDPOINT FIRMWARE UPDATE	$ 16.00	5%	$	15.20
Netcom	4219966	CDW CLIENT VPN CONFIGURATION	$ 12.00	5%	$	11.40
Other						
Other	504311	CDW HP ILO ACTIVATION	$ 12.00	5%	$	11.40
Other	872360	CDW SYSTEM BIOS/FIRMWARE UPG	$ 16.00	5%	$	15.20
Other	1197175	CDW CUSTOM IP CONFIGURATION	$ 12.00	5%	$	11.40
Other	1197180	CDW BIOS CUSTOMIZATION	$ 5.00	5%	$	4.75
Other	1369901	CDW SRVC CUSTOM ADDED INSERTS	$ 5.00	5%	$	4.75
Other	1369904	CDW DDS / COMPUTRACE ACTIVATION	$ 5.00	5%	$	4.75
Other	1369905	CDW DATA CAPTURE & TRACKING SRVC	$ 5.00	5%	$	4.75
Other	1713539	CDW SPECIAL CONFIG REQ - 1 CREDIT	$ 5.00	5%	$	4.75
Other	1713542	CDW SPECIAL CONFIG REQ - 6 CREDITS	$ 30.00	5%	$	28.50
Other	1713544	CDW SPECIAL CONFIG REQ - 12 CREDITS	$ 60.00	5%	$	57.00
Other	2366694	CDW APPLE IOS CUSTOMIZATION LVL 1	$ 15.00	5%	$	14.25
Other	2366709	CDW APPLE IOS CUSTOMIZATION LVL 2	$ 30.00	5%	$	28.50
Other	2613286	CDW ANDROID CUSTOMIZATION LVL 1	$15.00	5%	$	14.25
Other	2613287	CDW ANDROID CUSTOMIZATION LVL 2	$ 30.00	5%	$	28.50
Other	2671476	CDW SCREEN OVERLAY INSTALL SERVICE	$ 8.00	5%	$	7.60
Other	2696504	CDW Hard Drive Data Encryption DT/NB	$ 12.00	5%	$	11.40
Other	2828923	CDW SAS RAID Activation	$ 12.00	5%	$	11.40
Other	2858009	CDW KINDLE AD REMOVAL REQ1329	$ 30.00	5%	$	28.50

EXHIBIT B
PRICING

Other	3553290	CDW APPLE ID CREATION	$ 5.00	5%	$	4.75
Other	3899153	CDW VPRO BASIC ACTIVATION REQ4717	$ 5.00	5%	$	4.75
Other	4248044	CDW LENOVO IMM ACTIVATION	$ 12.00	5%	$	11.40
Other	4176320	CDW ASSET MGMNT UPDATE SVC REQ 5634	$ 1.25	5%	$	1.19
Software						
Software	76056	CDW APPLICATION INSTALL DT/NB	$ 36.00	5%	$	34.20
Software	76980	CDW NETWORK OPERATING SYSTEM INSTALL	$ 200.00	5%	$	190.00
Software	346243	CDW STD WINDOWS CLIENT OS INSTALL	$ 90.00	5%	$	85.50
Software	931000	CDW NETWORK APPLICATION INSTALL	$ 100.00	5%	$	95.00
Software	1197183	CDW APPLICATION UPDATES AND MAINTENANCE	$ 22.00	5%	$	20.90
Software	1278296	CDW OEM MFG OS INSTALLATION	$ 90.00	5%	$	85.50
Software	1291101	CDW LINUX INSTALLATION OS-ALL VERS	$ 120.00	5%	$	114.00
Software	1550439	SUN SOLARIS INSTALLATION – ALL VERSIONS	$ 200.00	5%	$	190.00
Software	1550447	VMWARE INSTALLATION – ALL VERSIONS	$ 70.00	5%	$	66.50
Software	3803347	CDW SOFTWARE CONFIG FOR PRINTER	$ 24.00	5%	$	22.80
Software	3982800	CDW HDD OS SWAP SVC REQ5012	$ 36.00	5%	$	34.20
Configuration Project Management / COI						
Proj. Mgmt	3110955	CDW CONFIG PROJECT COORD HRLY CREDIT	$ 75.00	5%	$	71.25
Proj. Mgmt	4289890	CDW CONFIG PM 150 HRLY CHARGE	$ 150.00	5%	$	142.50
Proj. Mgmt	3536706	CDW COI PROJ COORD /OPS COST	$ 5,000.00	5%	$	4,750.00
Proj. Mgmt	3543509	CDW CONFIG PROJECT COORD CREDIT/UNIT	$ 5.00	5%	$	4.75
Proj. Mgmt	3752290	CDW PROJ MNGMNT CONFIG AP SVC	$ 7.00	5%	$	6.65
Proj. Mgmt	4086747	CONFIGS SERVICES PROJ MGMT(PER UNIT)	$ 1.00	5%	$	0.95
Proj. Mgmt	4087191	CONFIGS SERVICES PROJ MGMT(PER UNIT)	$ 0.50	5%	$	0.48
COI	3268855	CDW CONFIG PROJECT COORD COI SVC	$ 300.00	5%	$	285.00
COI	3561536	COI OPS PALLET RECEIVING/PROCESSING	$ 480.00	5%	$	456.00
COI	4439488	COI OPS PALLET/MONTH REC/PRO	$ 40.00	5%	$	38.00
COI	3659769	CDW COI OPERATIONAL EXPENSE WITH SN	$ 10.00	5%	$	9.50
COI	3827583	COI TEMP TAG NO INSTALL E-MAIL	$ 10.00	5%	$	9.50

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

   iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

   iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

   v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or

further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.

a. Manufacturer's Warranty. The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED,

RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

b. Services Warranty. City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.

c. Third Party Services Warranty. In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.**

a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The forgoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National IPA to agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

City of Mesa

Information Technology Solutions and Services
Solicitation #2018011
October 23, 2017
Original



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CDW·G PEOPLE WHO GET IT

One CDW Way
230 N. Milwaukee Ave
Vernon Hills, IL 60061

P: 847.371.5800
F: 847.465.6800
Toll-Free: 800.808.4239

www.cdwg.com/PeopleWhoGetIT

City of Mesa
20 E Main Street, Suite #400
Mesa, AZ 85201
October 23, 2017

RE: Information Technology Solutions and Services Solicitation #2018011

Dear Ms. Brause:

CDW·G is pleased to present the following proposal to the City of Mesa. As a leading provider of IT solutions to state and local entities, we are excited to present our response to your needs. Over the past decade through our relationship with National IPA, we have seen a consistent 30% annual growth of our contract. Our contract expertise, customer-focus, and commitment to diversity have enabled us to bring our customers the solutions and services that deliver outstanding value. We regularly respond to varied IT needs: Be it small rural communities to large municipalities and states, the City of Mesa can be sure that we are ready to be your partner in any IT enterprise. Below are just a few of the benefits that the members of this cooperative will enjoy:

Contract Expertise. Consistently meeting your needs is our main focus which is why we'll update your contract, adding new technologies as soon as you need them. If it is in our catalog, we can add it to your contract. Whatever your needs may be, we will work with you to make sure those needs are met. Included in your contract are pricing options that will enable the City of Mesa to compare pricing options. This benefit enables you to make more informed decisions and provides you with purchasing reports.

Local Presence, National Reach. Whether it's in small towns, rural counties, or large cities, we'll be where you are to leverage our national network of service providers, bringing you the expert/customer-centered solutions you've come to expect from us. With 30 locations nationally and coworkers located in 45 states, we are dedicated to serving our customers' needs, wherever they are. You will enjoy a dedicated team of CDW·G resources who stand ready to work with you and solve today's technology challenges. Coupled with our strong centralized support locations, we offer you a national contract with a local focus, tailored to your requirements, with a flexibility to grow with you as your needs change.

Commitment to Diversity. We work with hundreds of diverse suppliers to promote historically underutilized and local businesses. These local suppliers are part of the reason we are able to deliver exceptional products and services. As members of your local community, we work with these suppliers to better understand our customers' needs and to support locally-focused businesses. We partner with over 600 MBE/WBE businesses and achieve more than $1.5B annually in overall diversity spend.

We look forward to establishing a collaborative working relationship and are confident that our proposal will exceed your expectations. To discuss our response, please contact Proposal Specialist Cale LaSalata at calelas@cdw.com or 203-851-7211.

Sincerely,

Christina V. Rother
President, CDW Government LLC

Table of Contents

Tab 1- Letter of Transmittal ..... Front Page
Executive Summary 4
Tab 2 7
Response to National IPA Cooperative Contract 7
Tab 3 41
Pricing Forms 41
Tab 4 44
Qualifications (Abilities, Experience, and Expertise) 44
Tab 5 49
Technology 49
Tab 6 59
Other Forms 59
Vendor Information Form
Exceptions and Confidential Information Form
General Questionnaire Form
Lawful Presence Affidavit
Respondent Certification Form
Respondent Questionnaire
W-9 Form and Certificate of Insurance
Tab 7 60
Appendix 60
Mark Ellis Resume
Pat O'Brien Resume
CDW•G Return Policy

Executive Summary

The City of Mesa, through this solicitation, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to enable public and non-public entities in Arizona to purchase all manner of IT solutions and services. Understanding that value and efficiency in procurement are hot-button issues for the City of Mesa, we have kept that as our guiding principles for the response contained herein. As states and municipalities work within constrained budgets, now more than ever, value and sound purchasing practices of utmost importance when choosing an IT solutions provider and partner. CDW Government LLC ("CDW•G") has been a reliable partner of National IPA for over a decade with a demonstrable track record of delivering outstanding IT solutions, with efficient delivery, and all of the benefits that come from this contract.

What sets our offer apart from what our competition will provide is that our approach to our customers is to treat them as a partner. Everything that we do as a company revolves around the main focus of our business: our customers. Because we provide solutions to a variety of entities (from public to private; small businesses and rural communities, to the federal government and large municipalities), we know that solutions aren't "one-size fits all." Tailoring our solutions to our customers requires us to get to know you and meet you where you are to gain a better understanding of what drives your business.

Evidenced by our ten year successful relationship with the team at National IPA, our approach to IT solutions reflects a belief that true value comes from delivering to our customers exactly what they want, when they want it. Efficient online purchasing, dedicated support, highly certified services providers, and contract compliance are only a few of the features of what we can deliver to the City of Mesa.

Contract Excellence

Understanding that compliance with city policy and state financial statutes is important to the City of Mesa, we have built our response to Mesa around our approach to working with government customers. We know that the City of Mesa has legal and regulatory compliance requirements to which you have to adhere. That is why our approach incorporates your regulatory compliance needs and builds your contract around those obligations. Contract participants' Account Center has a wealth of information which will enable them to make better informed purchasing decisions and provide them reports on purchases, updated pricing, and much more.

What differentiates us from our competition is our Program Management team who oversee the administration of negotiated contracts. While some of our competition may have one or two individuals tasked to ensure contract compliance, we maintain a team of highly trained professionals whose sole goal is ensure that we meet our commitments to our contract customers. Program Managers also work with our Marketing department to promote your contract and educate our sales force on the particularities of the contract. Our Program Management teams work to make sure that our sales teams are educated on the contract requirements.

Our Program Management team also compiles a variety of reports, ranging from updated pricing and product options to purchase history and analyses of the success of the contract.

Some of the features of what we will provide you are:

- Understand and Comply with all applicable statutory and contractual provisions;
- Maintain consistent, contract-compliant pricing;
- Comply with any security requirements;
- Follow proper protocols, including obtaining customer approval, prior to making any substitutions or deviations from the original contract requirements and specifications;
- Engage directly, honestly and truthfully in our discussions with agency representatives and government employees

In addition to a flexible contract, contract participants will enjoy the advantages of a dynamic pricing structure. As CDW•G employs a vendor-neutral approach to IT solutions, we leverage that method to deliver better pricing to our customers. Because of our size and reputation in the IT marketplace, we have the ability to deliver volume discounts, exclusive pricing, and special promotions unavailable with other IT solution providers.

National Services Presence

We have over 30 offices around the United States. Meeting contract participants where they are is really important to us: We want to understand our customers' needs, their environment, the particularities that make contract participants the unique customers they are. Understanding what drives purchasing decisions helps us provide more tailored solutions. We have a national network of service providers, all trained in the latest approaches, methodologies, and solutions, consistently carrying the highest level of OEM certifications. This means that when contract participants need us to come into their environments and provide guidance, they can be sure that they're receiving guidance from seasoned experts with years of experience in solution deployment.

Our Services model offers customers an unusual combination: the close relationship and easy access of a local provider who understands your IT environment inside and out, and the scale, efficiency and resources of a multinational provider. We have 30-plus local branch offices throughout the United States and Canada. So, chances are, we're within driving distance of contract participants. In addition to our local branches, we have over 1,100 services professionals and a network of trusted service and solutions partners. In fact, because of our national scale, CDW•G is able to identify areas of emerging need for our customers and then ramp up our expertise and resourcing in those areas.

Logistics

One of the many benefits of our proposed solution is how we work with you to deliver your IT purchases. From order placement to delivery, how we bring you your purchases is almost as important to us as what you buy. Making the purchasing and delivery process easier and time-efficient, we work hard to guarantee that you receive the most cost-effective purchasing options available. Your account center will enable you to:

- Connect with your dedicated account manager and team of specialists;
- Create and retrieve quotes and collaborate with your account manager;
- Promote IT standards;
- Track orders and shipments;
- Manage purchases and payments;
- Set shipping and billing preferences and manage contact information

Factor in our two strategically-located distribution centers that hold $220M of inventory, on average, you can be sure that we have what you need when you need it, and have the ability to get it to you quickly. We maintain both a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. The combined square footage of our distribution centers is three times greater than most of our competition. These locations facilitate quick distribution of products to our growing customer base throughout the country

Breadth of Coverage

CDW•G has over 840 Account Manager and 65 Field Representatives forming account teams across five verticals: Higher Education, K12 Education, Healthcare, Federal Government, and State & Local Government. In addition, our account teams are organized geographically: North, South, East, and West which facilitates their ability to be uniquely aware of the local landscape, identifying key partnerships and common local practices for contracting. These account teams are supported by technology specialists and segment technologists who can go deep into particular solution sets with our customers. No other national provider can claim the size and depth of knowledge of our highly skilled account teams, it is a particular point of pride for CDW•G. Wherever our customers are located, CDW•G invests heavily in our sales teams' ability to meet our customers' needs.

Summary

The City of Mesa can be confident that by partnering with CDW•G for the National IPA contract, we will be able to meet your needs and deliver the best value for contract participants. Evidenced by our successful ten year relationship with the City of Tucson, Mesa can expect the same level of local attention from a national IT solution provider. We stand ready to bring you a contract that will be tailored to your requirements and considerate of what's important to you. At every stage of the lifecycle of your contract, your dedicated team of Account Managers, Program Managers, and Service providers is prepared to advise you and work with you to guarantee your total satisfaction; ensuring our commitment to you is consistently met. We are pleased to offer you the following proposal and look forward to being your trusted partner for years to come.

Tab 2

Program Description and Method of Approach

1. **Provide a response to the national program.**
   a. **Include a detailed response to Attachment D, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.**

CDW•G Response:

A. Method of Approach

Response to National IPA Cooperative Contract

1. Provide a response to the national program.

A. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.

3.1 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.2 Company

A. Brief history and description of your company.

Founded in 1984, CDW is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW Corporation, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our unique company structure provides our customers products and services only a large national reseller can provide, combined with a local presence typical of a small business. We have a large manufacturer presence in our offices across the country and blanketed in the field with our field account executives. Account Teams are further segmented by agency type, education (K12/High Ed) or government, which allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization.

CDW•G is one of the largest direct marketing resellers in the U.S., currently carrying more

than 100,000 name-brand technology products from over 1,100 leading IT manufacturers.

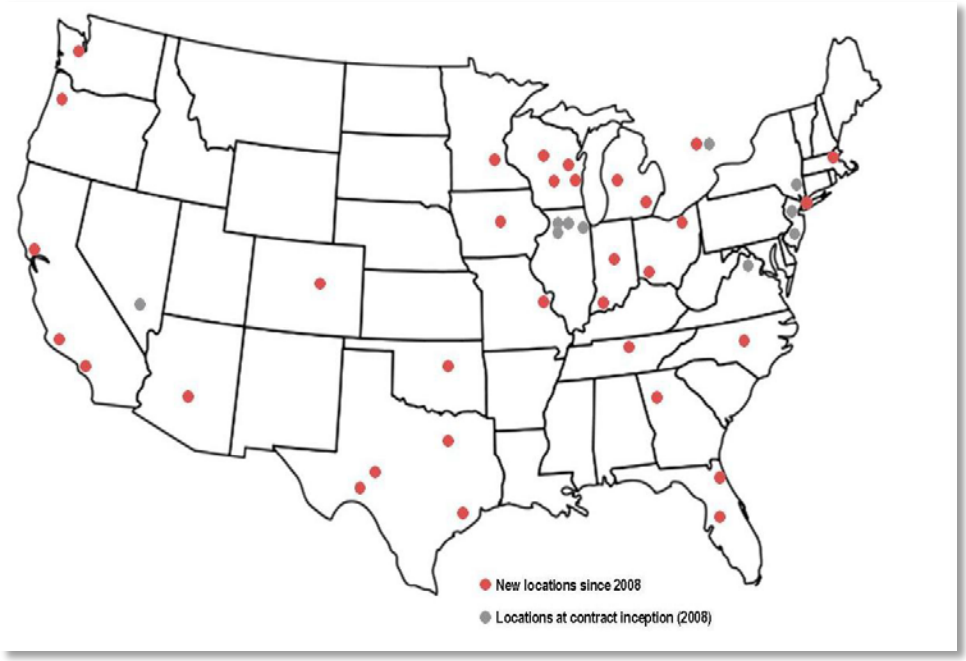
CDW•G delivers more than just product; we also deliver IT solutions. We offer a full range of technology services including: cloud computing, consulting, system configurations, implementation, and training. CDW•G designs and implements complete business solutions that address a full range of complex issues including, but not limited to: Business Continuity, Infrastructure Optimization, Networking, Security Management, and Unified Communications.

B. Total number and location of sales persons employed by your company.

CDW•G currently employs more than 1,456 coworkers, part of our larger organization of 8,800 employees nationwide and in Canada, with over 30 different locations. More than 840 of our CDW•G dedicated sales force are Account Managers, in addition to 65 Field Account Executives placed throughout communities across the nation.

C. Number and location of support centers (if applicable)

When CDW•G was awarded a similar contract with National IPA's involvement in 2008, we had offices in five states and Canada. We have drastically expanded our location portfolio across 20 additional states, and have added second/multiple offices in a number of our original five states and Canada. Currently, we have over 30 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



D. Annual sales for the three previous fiscal years.

Below you can see evidence of CDW Corporation's sales growth, CDW•G's growth, and our growth on the contract as well. CDW•G consistently drives compounding growth in both areas, and anticipates these upward trends to continue. The growth rates of National IPA

exceed the standard rate for CDW•G, demonstrating our results to both grow organically and promote the contract within our existing client base.

Explosive Sales Growth						
Year	Annual Revenues			YOY Growth		
	National IPA ($ Millions)	CDW•G ($ Billions)	CDW ($ Billions)	National IPA	CDW•G	CDW
2013	$113	$4.2	$10.8			
2014	$160.1	$4.9	$12.1	41.5%	16.7%	25.0%
2015	$253.7	$5.1	$13.0	58.5%	4.1%	7.4%
2016	$390	$5.6	$14.0	53.7%	9.8%	7.7%

E. Submit your FEIN and Dun & Bradstreet report.

CDW•G FEIN: 36-4230110
Dun & Bradstreet numbers:

CDW Corporation 107627952
CDW Government LLC 026157235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

3.3 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

We offer more than 100,000 brand-name products from over 1,100 leading manufacturers. We carry over $200 million in inventory, and ship most in-stock products the same day they are ordered. The result is that contract purchasers receive a shipment from CDW•G in just ***3-5 days,*** far surpassing our competitor's capabilities

CDW•G keeps a large breadth of products and fresh inventory on hand, in order to provide contract members with new technology as it becomes available. We constantly monitor trends within the IT industry to ensure that we offer our customers the latest technology and the most optimal solutions. Our inventory management system enables our purchasing department to excel at maintaining a one- to four-week supply of products in our distribution centers. Our inventory turns over 24-26 times per year.

The distribution centers' automated system scans bar-code labels on each product, pick list, and shipping label, resulting in increased delivery speed and accuracy. Some of smaller items require coworker assembly; "Ready Ship" products (items that ship in their original carton) move through the system even faster. Once the order shipment is ready for loading, a final scan determines the correct truck and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds.

CDW•G's strategic relationships with industry leading original equipment manufacturer (OEM) technology partners, such as HP, Cisco, Lenovo, and Apple, means that we not only have access to steep product discounts, but also greater access to the products and a more efficient procurement processes.



We receive notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. When CDW•G receives notification of an upcoming stock outage, we utilize our distribution centers' large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

CDW•G has positioned ourselves very closely with the major carriers, in order to provide a wide range of delivery options to meet our customers' varying needs. We ship the majority of our products via UPS and FedEx. Both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truckload (TL) and less than truckload (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. Each distribution center serves as backup for the other. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors: Synnex, Tech Data, and Ingram Micro. Our OEM partners send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

D. State any return and restocking policy and fees, if applicable, associated with returns.

CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. For our complete return policy, please see Tab 7, Appendix of this response. Customers may also obtain

additional information by contacting their Account Manager or CDW customer relations at 866.SVC.4CDW, returns@cdw.com.

3.4 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
   I. Executive leadership endorsement and sponsorship of the award as the public sector go-to- market strategy within first 10 days

Per Arizona Revised Statues § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.

Part of CDW•G's commitment to our customer base is constantly seeking out opportunities to strengthen our national partner relationships. We view executive alignment as a key part of a successful contract strategy. We bring senior leaders from across our public-sector management team together with National IPA 2-3 times per year to review contract initiatives and customer feedback.

Our ongoing efforts with National IPA in seven specific target accounts highlights this unique and longstanding collaboration. We meet monthly to review the current state of business and execution of each account's growth strategy. In 2017, we have already seen success in Los Angeles World Airports and the City of Kansas City. The combined teams will continue to drive contract adoption amongst non-participating agencies.

CDW•G's leadership team is securely behind the growth and strategy of this program – both to the benefit of the City of Mesa and also across the nation. Key members of the leadership team include:



David Hutchins, CDW•G's VP of Education Sales, is an executive sponsor of the City's contract. He continues to focus sales teams on the success of the contract, and continually collaborates with manufacturer partners, allowing CDW•G to provide the latest technology solutions to help further the mission of 'the connected classroom' across the nation.



Robert F. Kirby, CDW•G's VP of Federal and State & Local Sales, is an executive sponsor for this contract. He will ensure that sales teams work towards the success of the contract and consistently works with manufacturer partners to allow CDW•G to bring contract participants further benefits through targeted solution campaigns, like our public safety initiative.



Tara Barbieri, CDW•G's Director of Capture, is also an executive sponsor for the contract. She has endorsed and sponsored this contract since the inception in 2008, and shall continue this role upon award. In her position, she is dedicated exclusively to our company's contractual sales, and leads

with the knowledge and experience in cooperative purchasing contracts. Internally, she has promoted this contract to CDW's President Tom Richards and, externally, to HPE's Meg Whitman. This is to say that for over ten years, she has worked tirelessly to champion this contract and has been integral to growing this contract into what it is today.

To facilitate our growth strategy, CDW•G holds many public agreements, some with mandatory use requirements within individual states. We cannot agree to market the City's contract as our *primary public sector go-to-market strategy*; however, we have included an appropriate marketing plan and pledge to continue focusing on the contract's success and awareness. We believe this pledge should not be viewed lightly, as with our support, this contract's volume has surpassed the $350M mark as of last year in yearly sales. We understand through competitive research that our competitors rarely take issue with similar requests for commitments; yet we can easily find evidence that they too hold plenty of public contracts.

Dell	Zones	WWT	Connection	Carahsoft
National Cooperative Purchasing Alliance (NCPA)	National Joint Powers Alliance (NJPA)	California CMAS	Texas DIR	US Communities
NASPO Value Point (NVP)	Texas DIR	State of MO PC Prime Vendor Contract	Massachusetts ITC47	National Cooperative Purchasing Alliance (NCPA)
Midwestern Higher Ed Compact (MHEC)	California CMAS	Ohio Hardware, Software & Services	National Cooperative Purchasing Alliance	PEPPM
Texas Dept of Information Resources	PEPPM	Texas DIR	TIPS/TAPS	MiCTA
Massachusetts ITC47	National Cooperative Purchasing Alliance	Massachusetts ITC47	Public Sourcing Solutions (PSS)	Massachusetts Higher Ed Consortium

CDW•G takes our partner commitments very seriously and Mesa is our partner in delivering on the accompanying National IPA Agreement. In the first ten days post-award, our CDW•G Program Management team will provide a company-wide contract award announcement, as well as develop a contract training program for all SLED Account Managers to attend. CDW•G has a successful contract launch history where we focus on five areas of the contract which are: Intake, Set-Up & Compliance, Education, Measure and Growth. By focusing on these areas specifically, we are able to launch contracts to the CDW•G teams with the most powerful and applicable details to make the new National IPA agreement more successful than the one currently in place

II. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within

first 90 days

Our Public Sector Account Managers are actively marketing the current contract to their customers and are very familiar with the structure of the contract. This is an enormous benefit to the City, National IPA, and the immediate momentum of the new contract. A 'refresh' training to enhance understanding of the new National Program, it's updates and nuances with City of Mesa as lead agency will be conducted within the first 30 days post award.

Familiarizing a completely new management team and educating a new group of Account Managers to a new contract is unnecessary with CDW•G. Other vendors, even after training, are likely to experience a significant period of growing pains, acclimating their sales staff to the offering. This ramp-up time will certainly have an impact on contract sales. This is often the case with new contracts, as National IPA and the City are aware. The current contract saw success atypical of most, quickly achieving $4 million dollars in purchases within the first four months from inception. We believe this success was due in large part to CDW•G's experience in managing contracts and National IPA's commitment to sound marketing strategies. The contract is now supporting almost ***fifty-eight times*** its 2009 purchases (the first full year of the contract). We believe that CDW•G is uniquely qualified to deliver growth over $400 million in 2018.

All aspects of transitioning to the new contract will be seamless. The City and National IPA do not have to worry about member confusion or orders lost during training and setup time. Business will continue to flourish and training time will be used as a refresher, providing contract updates and focusing on strategies to increase business.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
    I. Creation and distribution of a co-branded press release to trade publications within first 10 days

CDW•G's Marketing contact will work with National IPA to create and distribute this announcement at the transition of the new award.

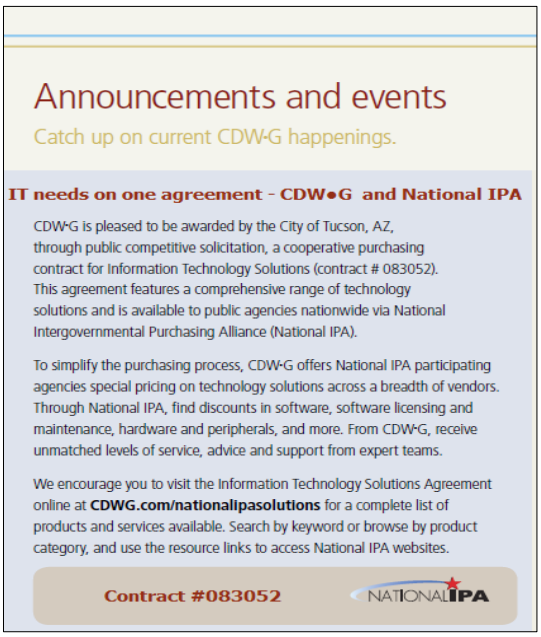
II. Announcement, contract details and contact information published on the company website within first 30 days

CDW•G can reload the new contract pricing structure within a matter of minutes and will have our website operation on the 1st day of the new contract. CDW•G will be able to seamlessly transition all agencies buying off of our current National Cooperative contract to the new contract, upon contract launch.

III. Design, publication and distribution of co-branded marketing materials within first 90 days

CDW•G already has much of this material. We are poised to perform updates to the material and shall accomplish this well within the 90-day time frame. We propose a marketing strategy meeting with National IPA to discuss a refreshed approach and specific goals/targets for the new contract. CDW•G is eager to share our current marketing processes for the contract, including our attendance at the National IPA Regional Summit, aimed at increasing contract awareness; our Sales Wiki site, giving account teams easy access to marketing strategy and materials; and our monthly email campaigns to all National IPA members.

We also look forward to talking about our ideas to gain a better contract understanding, with an increased focus in the K12 sector and our top OEM partners.



Announcements and events

Catch up on current CDW-G happenings.

IT needs on one agreement - CDW•G and National IPA

CDW-G is pleased to be awarded by the City of Tucson, AZ, through public competitive solicitation, a cooperative purchasing contract for Information Technology Solutions (contract # 083052). This agreement features a comprehensive range of technology solutions and is available to public agencies nationwide via National Intergovernmental Purchasing Alliance (National IPA).

To simplify the purchasing process, CDW-G offers National IPA participating agencies special pricing on technology solutions across a breadth of vendors. Through National IPA, find discounts in software, software licensing and maintenance, hardware and peripherals, and more. From CDW-G, receive unmatched levels of service, advice and support from expert teams.

We encourage you to visit the Information Technology Solutions Agreement online at **CDWG.com/nationalipasolutions** for a complete list of products and services available. Search by keyword or browse by product category, and use the resource links to access National IPA websites.

Contract #083052 NATIONALIPA

IV. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier- specific trade shows, conferences and meetings throughout the term of the Master Agreement

In 2018, CDW•G's schedule includes over 100 regional and nearly as many national events. In past years, we have attended many events in which we promoted the contract, including NIGP, NASPO, CAPPO, and FAPPO. We will continue this practice with the new agreement, as well. For 2018, we are already committed to attend NASPO, and the National IPA Partner Summit.

We are willing to continue to share our best practices with other non- competing National IPA vendors. Sales Manager Pat O'Brien has agreed to share some of these practices with other National IPA vendors at the Partner Summit, helping increase the success of all National IPA's contracts.

V. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

CDW•G has enjoyed participating in the NIGP Annual Forum and will continue to do so. We believe in the theme "Building Together" and look forward to sharing our best practices with other National IPA vendors.

VI. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

CDW•G advertises the contract in our own highly viewed publications and our contract specific email campaign. We will continue to promote the contract via avenues such as our EdTech and StateTech publication sites, while continuing to penetrate the market with a live-touch approach.

VII. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

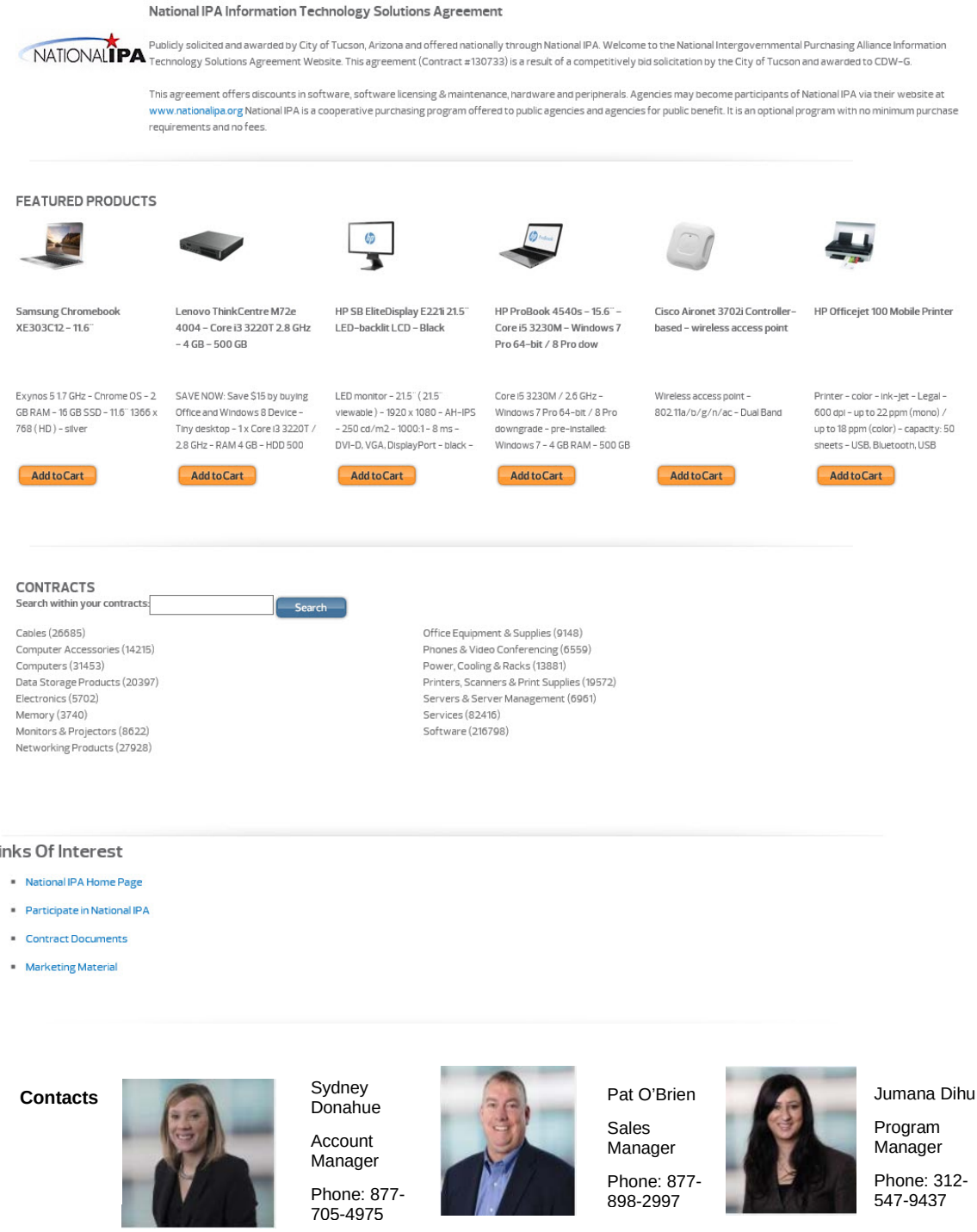
CDW•G continues to market and promote the contract, through various avenues such as announcements in our publications, email campaigns, as well as on the contract's CDW•G premium page. We look forward to working with National IPA to develop our marketing strategies even further.

VIII. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's online registration page;
- A dedicated toll free number and email address for National IPA

CDW•G exceeds this requirement, as our current National IPA Premium Page, www.cdwg.com/nationalipasolutions presently includes these elements. The page includes the National IPA logo and a description of the contract, with multiple direct links to National IPA's Home Page and Registration Page. We provide members with categories that mirror the contract, easily allowing them to locate the product or service they are looking for. We include "featured products" highlighting solutions that we select for their excellent value or popularity among purchasers.

We have a toll-free number and address for National IPA members, and feature a dedicated Account Team included on the website, which highlights when they are available for customers. In conjunction with National IPA, we will continue to develop this site, increasing functionalities and promotion of the contract.



National IPA Information Technology Solutions Agreement

NATIONALIPA

Publicly solicited and awarded by City of Tucson, Arizona and offered nationally through National IPA. Welcome to the National Intergovernmental Purchasing Alliance Information Technology Solutions Agreement Website. This agreement (Contract #130733) is a result of a competitively bid solicitation by the City of Tucson and awarded to CDW-G.

This agreement offers discounts in software, software licensing & maintenance, hardware and peripherals. Agencies may become participants of National IPA via their website at www.nationalipa.org National IPA is a cooperative purchasing program offered to public agencies and agencies for public benefit. It is an optional program with no minimum purchase requirements and no fees.

FEATURED PRODUCTS

Samsung Chromebook XE303C12 - 11.6"	Lenovo ThinkCentre M72e 4004 - Core i3 3220T 2.8 GHz - 4 GB - 500 GB	HP SB EliteDisplay E221i 21.5" LED-backlit LCD - Black	HP ProBook 4540s - 15.6" - Core i5 3230M - Windows 7 Pro 64-bit / 8 Pro dow	Cisco Aironet 3702i Controller-based - wireless access point	HP Officejet 100 Mobile Printer
Exynos 5 1.7 GHz - Chrome OS - 2 GB RAM - 16 GB SSD - 11.6" 1366 x 768 (HD) - silver	SAVE NOW: Save $15 by buying Office and Windows 8 Device - Tiny desktop - 1 x Core i3 3220T / 2.8 GHz - RAM 4 GB - HDD 500	LED monitor - 21.5" (21.5" viewable) - 1920 x 1080 - AH-IPS - 250 cd/m2 - 1000:1 - 8 ms - DVI-D, VGA, DisplayPort - black -	Core i5 3230M / 2.6 GHz - Windows 7 Pro 64-bit / 8 Pro downgrade - pre-installed: Windows 7 - 4 GB RAM - 500 GB	Wireless access point - 802.11a/b/g/n/ac - Dual Band	Printer - color - ink-jet - Legal - 600 dpi - up to 22 ppm (mono) / up to 18 ppm (color) - capacity: 50 sheets - USB, Bluetooth, USB
Add to Cart	Add to Cart	Add to Cart	Add to Cart	Add to Cart	Add to Cart

CONTRACTS

Search within your contracts: Search

Cables (26685)
Computer Accessories (14215)
Computers (31453)
Data Storage Products (20397)
Electronics (5702)
Memory (3740)
Monitors & Projectors (8622)
Networking Products (27928)
Office Equipment & Supplies (9148)
Phones & Video Conferencing (6559)
Power, Cooling & Racks (13881)
Printers, Scanners & Print Supplies (19572)
Servers & Server Management (6961)
Services (82416)
Software (216798)

Links Of Interest

- National IPA Home Page
- Participate in National IPA
- Contract Documents
- Marketing Material

Contacts

Sydney Donahue

Account Manager

Phone: 877-705-4975

Pat O'Brien

Sales Manager

Phone: 877-898-2997

Jumana Dihu

Program Manager

Phone: 312-547-9437

C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current

cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

As the City and National IPA are both well aware, CDW•G currently holds a significant number of cooperative purchasing contracts including National Intergovernmental Purchasing Agency (National IPA), Association of Educational Purchasing Agencies (AEPA), and National Joint Powers Alliance (NJPA) . CDW•G is solutions-focused, vendor agnostic and provides consultation to assist our customers to select the contract best suited for their specific procurement needs. For all of our national contracts, we have maintained the transparency of our contract portfolio to our customer and negotiated the removal of language such as "most favored customer" and requirements such as this.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings. We have transitioned a number of customers and their solicitation opportunities to this contract, in the form of participating agreements. Some of these customers include the City of New York, City of Phoenix, City of Atlanta, University of Colorado, and DeKalb County. Moving forward, we will continue to loop new members in to the contract and sustain the growth.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

National IPA has several CDW•G logos at their disposal under our general guidelines for intended use, they are included here for ease of evaluation.

Logos & Guidelines

CDW welcomes customers, media and other entities to use our corporate logo, as needed. The core component of CDW's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW logo, you agree to the following:

1. You may use the logo(s) only in the exact form provided by CDW and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW) and for no other purpose.
2. You may not incorporate the logo(s) into any other logo or design.
3. You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW or its products or services in any way.
4. You may not display the logo(s) on any website that disparages CDW or its products or services, infringes any CDW intellectual property or other rights, or violates any law or regulation.
5. No other logo or design element should appear within 0.5 inches of the CDW logo.
6. You may not frame or alter the CDW website in any way.
7. At CDW's direction, you will immediately remove the logo(s).
8. Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW.
9. CDW disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW from and against any and all claims and liabilities arising out of your use of the logo(s).

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

I. Master Agreement was competitively solicited by a Principal Procurement Agency

II. Best government pricing

III. No cost to participate

IV. Non-exclusive contract

We are happy to update our current National IPA flyer with the new contract information. We would like to further discuss the inclusion of II and IV, and will revise our marketing pieces to include mutually agreeable message that best represents the value of the contract.



NATIONAL IPA™

EXPERIENCED ★ FOCUSED ★ TRUSTED

CDW•G is YOUR Solution for Modern-Day Classrooms!

CDW•G Is Committed To Texas K-12 Education

Today's modern-day classrooms are using technologies such as mobile devices, interactive technology and engaging learning spaces to make teaching and learning more effective. CDW•G understands K-12 education and will help you discover the solutions that can help improve learning outcomes, while keeping your classrooms connected and networks secure.

CDW•G offers multiple solution sets to meet your classrooms every need. Below are some of the key suppliers that CDW•G partners with.

Platform Solution Set

Microsoft Google

Devices Solution Set

hp Lenovo DELL

Networking Solution Set

Aerohive NETWORKS cisco Gold Partner aruba a Hewlett Packard Enterprise company

Audio Visual Solution Set

EPSON EXCEED YOUR VISION NEC Promethean

National IPA and CDW•G are here to help.

CDW•G has a team committed to Texas K-12 education. This team is experienced in working with Texas school districts of all sizes and can help meet your technology needs while offering a competitively awarded agreement compliant with state procurement regulations.

CDW•G contracts available through National IPA have been competitively solicited and publicly awarded by Region 4 Education Service Center and City of Tucson, AZ. Click HERE for more information about both of these amazing contracts.

For additional information about National IPA in Texas click HERE

For more information on CDW•G click HERE

2. **Provide a description of the product lines that can be provided by your firm.**

CDW•G Response: CDW•G is offering our entire catalogue, including our complete portfolio of product offerings which includes over 100,000+ products from more than 1,100 vendors. We also offer a full suite of professional services to users of this contract. Given the landscape of the IT industry and its rapid changes, we have defined these categories broadly to easily facilitate adding new technologies and services to the resulting Agreement over the contract period. We intend to be your go-to supplier for all of your IT solution needs; so, whatever your need may be, you can be sure we have the solution that works for you. We are the largest, direct reseller in the US for many of our OEM partners which include: Adobe, Cisco, HP, Lenovo, and Panasonic. Based on the strength of our success and our product portfolio, we are able to offer our customers the newest technologies, more robust discounts, and OEM support unavailable with our competition. Additionally, as technology is constantly evolving, we are always on the lookout for new vendors and new technologies to add to our offerings. Our product line cards, organized by product category and manufacturer, follows this page.

3. Provide a description of the services that can be provided by your firm.

CDW•G Response: Our services portfolio that we bring to our customers encompasses a wide array of both standard and specialized services. With over 1,600 highly trained and certified engineers in 30 locations nationwide, we offer the City of Mesa and National IPA contract participants the most optimal services in the IT industry. Below is a sampling of the services we provide to our customers:



Cloud Computing: We know how important cloud computing is to our customer base, and are determined to lead the industry in mastering this complex, highly customizable service. Our internal cloud campaign is educating our Account Managers on how to assist our customers in determining the best-valued cloud option for their needs, while our technicians continue training to master the solution, and working with our manufacturer partners to expand our portfolio. Our Cloud offerings do require an additional Cloud Services form, but your Account Manager will walk you through the process.

CDW•G offers a cafeteria-style set of cloud solutions. Our portfolio includes public, private, community, and hybrid deployment options. Our broad cloud offering currently includes over thirty different manufacturers, and we continue investigating other manufacturer solutions to add to this portfolio. Our cloud computing solutions; Software as a Service (SaaS), Infrastructure as a Service (IaaS), and Platform as a Service (PaaS), cater to the specific needs of the span of our entire customer makeup

Consulting and Analysis: Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their systems.



Technical Support: CDW•G's Staff Augmentation services offering includes assisting customers with onsite help desk and technical support services. This service provides skilled, temporary staffing to assist with IT challenges

Trade-Ins: CDW•G coordinates with our manufacturer partners to provide trade-in services to our customers.

Repair: In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers:



- Acer
- Apple
- Fujitsu
- HP
- IBM
- Lenovo
- Service Net
- Sony
- Toshiba

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

Design: Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.

Configuration/System Configurations: While onsite configuration services are available, CDW•G often recommends our in-house configuration services. CDW•G builds preconfigured technology solutions in our two ISO 2008-certified configuration centers, so they arrive at their correct location(s) ready to plug and play. We have a 25,000-square-foot configuration center in our North Las Vegas distribution center and a 24,000-square-foot configuration center in our Vernon Hills, IL distribution center, including an 8,000-square-foot enclosed area for enterprise configurations. To complement this space, CDW•G has more than 150 configuration technicians, providing a spectrum of customized configuration services.



CDW•G's configuration services include:

- Hardware and software installation and configuration
- Customized imaging
- Asset tagging, custom labeling, and laser etching
- Router/switch configuration
- Server rack configuration

Implementation: Our national footprint is expansive, with over 600 engineers on staff in more than 26 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.

Training: CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focus on designing bullet- proof solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.

Maintenance: CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following:

- Warranty extensions and upgrades
- Post-warranty support
- Accidental damage protection
- Maintenance contract agreements (coterminous, break/fix, and retainer)
- Post-sale technical support
- Product and certification
- Help desk services

Hardware and Software Installation: Our installation services encompass the following solutions. Installation services can include installing and deploying new systems; moving existing equipment; assessing systems and testing installed equipment; and advanced IT support. We also offer staging options, should a customer need to complete their installation in numerous rollouts.

- Client Computing Installation
- Data Center Installation
- Network Installation
- Security Installation
- Microsoft Configuration and Installation
- Microsoft Accelerators
- Visual Solutions Installation

System Testing: All of CDW•G's service projects incorporate testing every aspect of the final solution, ensuring all acceptance criteria is met.

Upgrades: Many products offer a variety of system upgrades. Our dedicated Account Managers work with their customers to explain the benefits of each upgrade, and help determine if these upgrades would be a wise purchase for the customer's needs. The Account Manager then collaborates with CDW•G dedicated manufacturer partner specialists to incorporate the upgrades into the final product build. Additionally, CDW•G performs a number of upgrades, such as asset tagging and laser etching, in house in our configuration center.

Imaging: In addition to our configuration services, CDW•G performs imaging services in house in our configuration centers as well. Our A+ certified imaging technicians routinely image the following products:

- Laptops
- Desktops
- Workstations
- Flash Drives
- Servers
- Hard drives
- Apple products, including iPods and iPads

Customers can provide their own image or CDW•G can create one for them. As with all services completed in our configuration centers, each piece of equipment goes through a comprehensive quality assurance check prior to shipping to ensure the unit is function properly. CDW•G also stores images on our secure server, completely isolated from other networks, and only accessible to a few authorized individuals. Many times customers choose to have us store their images as it allows CDW•G to load custom configured images quickly on their machines.

4. **Provide a detailed description of any programs available for Participating Agencies seeking to set and meet goals for historically underutilized businesses (e.g. minority, woman, veteran, disabled, etc.). Discuss how transaction is between offeror and tier one suppliers and Participating Agencies and tier one suppliers will be tracked and accounted for and any quality assurance measures that are in place to assure a high-performance standard for tier one suppliers.**

[redacted]

[redacted]

[redacted]

[redacted]

[redacted].

5. Describe how your firm proposes to distribute the products/services nationwide.

CDW•G Response: We have access to more than 100,000 top brand-name products from more than 1,000 manufacturers. We carry over $220 million in inventory, and ship most in-stock products the same day they are ordered. Because of our distribution centers are strategically located in Vernon Hills, IL and Las Vegas, NV; we have the capability to deliver a wide array of shipping options that best fit your needs.



Because of our position as one of the largest direct resellers in the U.S., we work closely with all of the major shipping companies to ensure you receive your orders on time. We work with UPS, FedEx, CEVA, UPS Freights, Dynamex, and Veterans Messenger service to get you what you need, when you need it. We offer overnight, same day, 2 day, 3 day, and ground shipping options to best meet your needs. On average, we ship up to 54,000 boxes per day and contract purchasers receive a shipment from CDW•G in just ***3-5 days,*** far surpassing our competitor's capabilities.

Our two distribution centers have a combined square footage of almost a million square feet. Every stage of our distribution process is automated, with our custom-designed sorting systems, built to optimize the shipping process. Packed boxes are sorted and weighed onto the conveyor system. Combined, our distribution centers have almost twelve miles of conveyor belts that feed the sorting system. The barcode scanner reads the shipping label and the packed box's correct loading dock is determined. Once the order shipment is ready for loading, a final scan determines the correct truck (for instance, FedEx overnight) and sends it down the designated conveyor into the truck. The automated systems even help to load the trucks in ways that optimize shipment-processing speeds. When your package reaches the correct shipping portal, the sorting system drops your package down a chute that brings your order to the door dock to be loaded onto the correct carrier's truck and then your package is on its way for delivery.

The benefits of our automated distribution systems are that the City of Mesa will receive the right products, configured to your specifications and ready to use out of the box, and delivered on time

6. Identify all subcontractors that will be involved in processing agency orders under this contract and describe their distribution/delivery processes.

CDW•G Response: CDW•G believes another important step in successful order fulfillment is utilizing shipping partners that are as focused on customer service excellence as we are. CDW•G processes all purchase orders. If our customers have customized agreement that

include a Tier 1 diversity requirement, we work with diverse supplier partners local to customers, to deliver your products and your orders on time.

Distribution Partners. Our Distribution Partner Network includes over 130 different suppliers, meaning we can provide any product National IPA members would need. Like our OEM partners, we're the largest partner for many of our Distributors. And like our manufacturer partner relationships, this results in direct benefits for CDW•G and our customers. Most send us EDI downloads or real time information on their available inventory, resulting in access to products usually in as little as a day. As another example, we are a top Ingram Micro partner and hold Elite Partner status. This partnership provides a customized and exclusive support resource to our Account Teams and customers, among other benefits. The CDW dedicated priority phone queue has an average wait time of less than two minutes.



We ship the majority of our products via UPS and FedEx, due to their extensive service capabilities, excellent record for on-time delivery and competitive pricing. In fact, both companies have employees on site at our warehouses, individuals with a long history of supporting CDW•G. We can also leverage the carrier's intermodal transport options. Additionally, we have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products. If a carrier is not meeting our on-time delivery requirements, we remove the carrier from our preferred shipper list.

Shipping Partners. We have a number of shipping partners to provide our customers their products, fast. In fact, both companies have employees on site at our warehouses. These individuals have a long history of supporting our logistics operation, ensuring efficient processing and movement of customer orders. This helps us keep our carrier goal of 99.04%, beating the industry standard of 98%. Some additional benefits of our UPS partnership includes a customized Loss Prevention Program to ensure integrity of customer packages; a collaborative tracking program with our customer relations department; and IT automation between

All contract management functions will continue to be handled by Mark Ellis and his Program Management team. When any of our partners are involved, CDW•G manages the relationship and liability involved. We do ask customers to mutually agree to and sign Statements of Work for all service engagements through CDW•G. This is to ensure we keep Members apprised of the responsibilities, timelines, and progress of the project.

In instances where customers would like to integrate their e-Pro applications with our own, CDW•G will provide the integration assistance; however, the relationship the member has

with their e-Pro application vendor is their own, any applicable vendor fees resulting from the integration will be the responsibility of the member

7. **Provide the number, size, and location of your firm's distribution facilities, warehouses, and retail network as applicable. Provide information on the productivity of your facilities and systems as follows:**
   a. **How many orders are processed daily on an average**
   b. **How many devices does your facility configure daily on an average**
   c. **What is the highest number of orders processed in a single day**
   d. **What is the highest number of devices configured in a single day from the facilities described**

CDW•G Response A: Our two distribution centers process an average of 54,000 units per day.

CDW•G Response B: Our configuration staff, which includes 200+ Technicians, Engineers, Management, and Support Staff, complete an average of 7,000 custom configurations per day.

CDW•G Response C: At peak times, our two distribution centers process a combined average of 135,000 units per day.

CDW•G Response D: During seasonal spikes, our configuration staff configures almost 12,000 devices per day.

CDW•G's two strategically located distribution centers have a combined size of almost one million square feet. Our Central Distribution Center in Vernon Hills, IL, ships primarily to customers in the eastern half of the U.S. Our Western Distribution Center, in Northern Las Vegas, NV, ships primarily to customers in the western half of the U.S. However, each distribution center serves as backup for the other. They receive inventory valued at about $21.0 million per day, or between 78 to 80 truckloads a day, processing a combined average of 135,000 units daily. A state-of-the-art Warehouse Management System (WMS) controls both of these centers, ensuring speed and accuracy throughout the order fulfillment and distribution processes.



CDW•G's Configuration Centers, also located in Vernon Hills and Las Vegas, maintain a combined square footage of over 100,000 feet.

In addition to working with OEM partners to supplement our direct purchasing model, CDW•G has developed strong affiliations with principal distributors. Like our OEM partners, they send us daily electronic data interchange (EDI) downloads, giving us visibility to inventory at their locations. Further, our top three distribution partners provide real time inventory information. Using this multi-layered procurement structure, we secure out-of-stock product(s) within as little as 24-48 hours, depending on customer requirements.

8. **State any return and restocking policy, and any fees, if applicable associated with returns.**

CDW•G Response: CDW•G offers a 30-day return policy on most products sold. Of the returns we accept, a minimum 15% restocking fee applies for non-defective product returns. Please see Tab 7 "Appendix" for our full return policy.

9. **Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?**

CDW•G Response: CDW•G mails invoices the day after the product(s) is shipped out of one of our distribution centers or, if you prefer an electronic invoice, you can request that invoices be sent via PDF instead. We send the PDF the same day that the system generates the invoice. When a product is drop-shipped from a vendor, CDW•G invoices the customer once we receive the invoice from the vendor. As an added convenience, you can also print copies of original invoices via your CDW•G Extranet. Our standard invoices include the information listed below.

- CDW•G remit to address
- Invoice date
- Invoice number
- PO number affiliated with invoice
- Payment due date
- Order date
- Shipping method
- CDW•G part number
- Description of product
- Quantity ordered/shipped
- Unit price (based off of pricing structure agreed to in the contract)
- Extended price
- Ship to address

All of the information pertaining to the customer's specific requirements are included on the invoice as well. CDW•G supports many EDI formats and can customize invoices to reflect customers' required data fields. For more information regarding our EDI capabilities, we encourage the City to visit www.cdwg.com/edi.

10. **Describe your delivery commitment:**
    a. **What is your fill rate guarantee?**

CDW•G Response: CDW•G's same-day fill rate is between 97-99% for credit-approved orders and in-stock product, depending on the complexity of the order and this is our best effort and therefore, not a guarantee. Should an item be out of stock, it typically takes 2-10 days, after receipt of order, to receive the product (subject to availability). We receive timely notification regarding product changes, including advance notification of product shortages, and products nearing end of life. When there is a product shortage and other vendors do not have access to these products, we can often procure them from another source. Many times when CDW•G receives notification of an upcoming stock outage, we utilize our distribution center's large capacity for volume purchases, keeping stock on hand for our customer's present and future needs.

b. What are your delivery days?

CDW•G Response: CDW•G's standard delivery is M-F excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on need to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

c. Do you offer next day delivery?

CDW•G Response: Yes, CDW•G can ship same day, overnight, 2nd day, 3rd day, and ground. An expedited freight charge may be added for this service.

d. How do you facilitate emergency orders?

CDW•G Response: Whenever a contract member's order requires expediting, CDW•G treats it with priority. We direct all customers to contact their dedicated Account Manager if an emergency situation arises. They focus on placing the order and arranging for expedited delivery. Due to our very large inventory at our two distribution centers, we usually have the products in stock and available for immediate shipping. Our vast distribution capabilities means that we can draw from our OEM partners to ensure that, if we do not have your item in stock, we can still procure and deliver your order.

e. Are shipping charges exempt for ALL who use this contract?

CDW•G Response: Prices include lowest ground freight for shipments/packages less than 70 pounds within the 48 contiguous United States when referencing this Agreement. All orders are subject to Seller's standard shipping policies in effect at the time of order placement. In those instances that are larger than 70 pounds or call for express or overnight delivery, shipping costs will be pre-paid by Seller and added to the customer invoice. There is no additional fee assessed for smaller orders, unlike some of our competitors.

Since inception of this contract, we have become authorized for increasingly complex technologies, including large storage arrays where freight costs must be considered in the overall quote to the customer. In separating shipping costs for heavier items, it removes the need to consider the costs in the entire category discount, and allows us to provide customers deeper discounts for all products that fall within the category

f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.

CDW•G Response: CDW•G encourages customers to contact their Account Manager to assist with any such issues. If the Account Manager evaluates the issue and if they cannot personally assist the customer, they will engage and collaborate with our Customer Relations Department to assist. Customers may also reach out to Customer Relations directly.

If a wrong product is ordered, the customer's dedicated CDW•G Account Manager will work with the customer to determine the best solution to resolve the issue. For any products returned, whether defective or incorrect item, CDW•G requires customers to provide a Return Merchandise Authorization (RMA) number before shipping back any product. This process allows us to expedite the process and helps ensure the proper action or credit,

upon processing. Customers can get the RMA request form from their Account Manager, online via their CDW•G Extranet Account, or by contacting Customer Relations.

CDW•G tracks the reason for all returns, allowing us to make appropriate changes, as necessary. For example, a high volume of returns damaged in shipment would lead us to audit the carrier and review product packaging. CDW•G also monitors how quickly and efficiently the Customer Relations staff handles RMA requests, aiming to respond to requests within 24 hours or less.

11. Describe the types of customer service available to agencies that use this contract:

CDW•G Response: Your Account Manager stands ready to assist you in any type of query you may have and is available, during business hours and beyond, to assist you and your customer service needs. Their sole goal is to ensure your complete satisfaction. If you experience any type of technical issue, your Account Manager will facilitate a timely resolution.

In the event that your Account Manager is unavailable, CDW•G's customer service team is well-equipped to help you resolve your problem. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.



We offer our customers Sales Support, Technical Support, and Website Support. All of our customer support options can be accessed via phone, fax, email or chat. For all of our support options and hours of operation, please visit: https://www.cdw.com/content/contact-us/support.aspx.

a. Is online support available?

CDW•G Response: Yes, CDW•G's online technical and customer support services include live chat and E-support, and remote support.

Live chat and E-support

To supplement our industry leading toll-free technical support, we provide access to online live chat, accessible through the customer's Extranet site. We staff this support by our

trained technicians from 6am to 5pm MST. This site also provides support case management.

Remote Login

Our technicians have access to LogMeIn, a remote login utility, which allows them to connect to the end users computer for more in-depth troubleshooting and quicker resolution.

b. Is phone support available?

CDW•G Response: Customers can use our toll free phone number 800.383.4239, Monday – Friday from 6 am – 6 pm MST, to reach our dedicated technical support team.

c. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?

CDW•G Response: With CDW•G every customer is automatically provided one single point of contact, their Account Manager, from the very first inquiry for service. Irrespective of the size of your order or what your needs might be, every CDW•G customer receives a dedicated Account Manager who will see to ensuring your satisfaction. Account Managers are assigned to customers based on a specific segment (State and Local government, Higher Education, K12, etc.), as well as a specific region in the country.

CDW•G Account Managers attend onboarding training, known as the "Account Manager Academy," for three months before they begin interacting with customers on their own. This training program focuses on sales consulting, product training, operational systems, and customer service. This process is much longer than industry standard practices, providing a higher level of support that our customers are quick to notice. Our Account Managers also participate in the Sales Residency Program which delivers another layer of customer-focused training to your Account Manager.



On average, our customer relationship is 11.1 years which means our Account Managers dedicate their time to getting to know our customers and what drives their purchasing decisions. This means that our customers, particularly in the public sector, choose to work with us, year after year. This is a testament to our dedication to our customers' satisfaction.

Account managers focus on learning their customers' processes, requirements, needs, and challenges. For larger, enterprise class accounts, there are multiple Account Managers assigned to those accounts. These teams work as a team to make sure you receive the highest level of customer service. This allows them to provide expertly the following services to agencies:

- Registration assistance to participate in National IPA
- Contacting customers and notifying them of the benefits of the contract
- Pre-sales consultation, including providing product and system compatibility information
- Providing industry - specific insight on technology solutions
- Acting as a quality control check by reviewing and approving all quote requests
- Keeping customers abreast of availability issues and assisting with any needed alternative sourcing options
- Coordinating any special delivery requests, including emergency orders
- Working with available CDW•G resources, and coordinating contact for any needed subject matter expert insight
- Keeping updated and available to assist in developing a service solution
- Facilitating communication between the customer and National IPA, as needed

CDW•G ensures Account Managers are supported by a network of subject matter experts. Account Managers utilize these resources to provide complete guidance to their customers. This network includes:

Sales Manager	Sales Managers lead a team of Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. They visit customer site(s) for business planning and discussions of future projects, as needed. They also assist Account Managers with expedited orders and problem remediation.
Business Development Manager	Our public sector also has Business Development Managers who focus on aligning with our customers. Their main role is to work with customers' procurement teams to review current contracts, align with strategic initiatives that the procurement team is looking to roll out, act as project manager for B2B integrations and a main point of contact to help resolve issues.
Field Account Executive	Field Account Executives ("FAE") work in tandem with Account Managers and Account Specialists to provide comprehensive solutions and outstanding sales support. Each FAE is dedicated to a specific region and industry, and provide onsite visits to customers in communities across the country. Their site visits include business reviews and other meetings, as needed. FAEs also work with System Engineers to provide onsite road mapping, project development, and technical expertise.
Solution Architects	Customers also have dedicated Solution Architects (SA) for each of their service solution needs. Solution Architects are dedicated to specific Account Teams and are the expert in supporting our customers with the appropriate service resources and tools including deployment technicians, project management and implementation engineers. The Solution Architect works closely with CDW•G customers to accurately

	scope project requirements, making certain we provide the specific skills, proper staff and solution needed to fully service the customer. Upon agreement to move forward with the service offering, the Solution Architect hands off the service delivery to the customer's dedicated CDW•G Project Coordinator and/or Project Manager to ensure successful execution.
OEM Specific Resources	Account Managers utilize an integrated network of both internal and external sales force. Many OEMs have pre-sales engineers and channel account managers (often onsite at CDW•G) providing consultation and immediate support to Account Managers. CDW•G badged Brand Managers, Field Solution Architects, and Partner Business managers work with both Account Managers and the external teams mentioned, providing further support.
Program Manager	Program Managers launch and manage contracts once awarded. They are a valuable resource to Account Managers, training Account Managers in the contracts scope and guidelines, provide contract information and updates, and assist with Extranet/Premium page issues.

d. How are problems resolved?

CDW•G Response: CDW•G Account Managers assist their customers in resolving any issues and is the primary point of contact for problem resolution. Your Account Manager has extensive relationships with our OEM partners and have internal processes to escalate your problem to the appropriate resource with our partners. Your Account Manager, being your primary point of contact, will address or route to his support team issues regarding:

- Customer service requests
- Quote and order issues
- Billing problems

If your Account Manager is unavailable to assist you, he/she will escalate your issue to their Sales Manager. If for any reason their Sales Manager is unable to resolve the issue, they will escalate the problem to their Director or the segment Vice President, if needed.

You may contact CDW•G's Customer Relations department at either 866-782-4239 or CustomerRelations@web.cdw.com. A representative will be assigned to your case, based on their skills and expertise, who will then engage the resources necessary to resolve your issue. CDW•G tries to resolve all issues within 24 hours.

If a problem is in regards to an Account Manager, we encourage customers to contact the Account Managers Sales Manager.



e. What are the location and hours of your call centers?

CDW•G Response: We have call

centers in North Las Vegas, NV; Vernon Hills, IL; Phoenix, AZ; Shelton, CT; Tampa, FL; Reston, VA; and Eatontown, NJ. Their hours of operation are 6am-8pm MST.

We strive to make it easy for our customers to get in touch with us. From your dedicated Account Manager to our customer service team, we have multiple options available to our customers to address your needs. CDW•G provides post-sales customer support Monday – Friday from 6am – 6pm Mountain Standard Time. Our customer service team assists customers to ensure the product is working as the manufacturer intended and work with them in case of any issue. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first

f. What response time is guaranteed when a customer service request is made?

CDW•G Response: Response depends on the seriousness of the request made but typically CDW•G makes every effort to respond to all Customer Service Requests (CSRs) within 24 hours. CDW•G understands some requests are more urgent than others, and utilizes a detailed incident management process for critical systems. Severity level dictates the response time of this practice and employed for issues with our own network services, co-located systems, hosted solutions, websites, or our Internet services.

We constantly monitor our customer service process, ensuring we are continuing to meet the needs of our customers. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Additionally, Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative per month to ensure representatives meet quality standards and that we provide proper training. We make adjustments and evaluate process changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).

g. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?

CDW•G Response: Yes, we focus continually on improving our ability to provide the best service and products in the industry to our customers. Most inquiries and issues are resolved by your Account Manager. We have an internal customer assistance network (ICAN) that supports your Account Manager in providing you with optimal customer service. Our internal network helps your Account Manager resolve issues with: purchasing, drop ship, new items, and distribution. This internal network strives to resolve issue in 3 hours or less. Beyond your Account Manager, we have a number of corrective processes in place which include:

- Our Purchasing Department monitors return rates on purchased products to look for quality issues.
- We aim to respond to Return Merchandise Authorization (RMA) requests within 24 hours.
- When we see high volumes for particular types of Customer Service Requests (CSRs), or RMAs we make adjustments and evaluate process changes, as needed.
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away.

- Customer Relations Quality Analysts audit 30 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training.

We offer many ways for our customers to provide us with their feedback, the primary avenue being the website (www.cdwg.com/content/about/cdw-reviews.aspx). The results have been overwhelmingly positive, with customers rating their experience with CDW•G 4.6 stars out of 5. We also survey our customers to understand how we can meet their needs better. In 2016 we added three additional surveys to better respond to our customers. We've begun to specifically survey our customers' opinions in the following additional areas:

- Sales Contact Center
- Customer Relations
- Advance Technology Services

CDW•G conducts monthly loyalty surveys to measure the customer's perception of CDW•G. We utilize these surveys to collect information for several internal departments including shipping, billing, and customer relations. We select customers on a random basis to participate in the surveys. If a customer ranks us "poor" or "fair", then the appropriate CDW•G department contacts the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. This fortunately is rare, as the majority of end-users express favorable survey comments. The positive comment that we receive most often is "*CDW•G is extremely customer focused".*

h. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any costs associated.

CDW•G Response: We will work with you to hold and warehouse your products in our distribution center for a pre-arranged period of time, depending on your project needs. CDW•G will purchase your products from the OEM or distribution channel partners and perform any required configurations. At that point, we will hold your products at our distribution center until you are ready for them. With 48 hour notification, we will prepare your order for shipment and release your order based on your schedule.

Typically customers will pay upfront for this service: one charge for the space to hold your purchase and one charge for the labor. Space and labor fees are based on the factors such as the pallet space required, the amount of time you request to hold your products in our warehouse, and the timeline for your product shipments. These fees are negotiated prior to warehousing your purchases and your Account Manager can provide you with more information on our holding and warehousing capabilities

12. Describe how your company will assist customers in navigating OEM warranty process.

CDW•G Response: Your Account Manager will assist you in navigating the OEM warranty process. Products sold by CDW•G come with the manufacturer's standard warranty and the City of Mesa customers can contact our Technical Support Department for technical support on hardware purchased from CDW•G. We provide technical support on the products that we sell for up to two years from the date of purchase. If the Technical Support representative

determines the customer needs warranty support, they connect them to the manufacturer's warranty department.

CDW•G offers a number of product lifecycle support options in addition to manufacturer warranties. This suite includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Help desk services

We send warranty expiration emails to our Account Managers, who then inform their customers when their hardware protection is about to expire. Account Managers assist their customers in determining the best warranty and coverage solutions to keep IT investments up and running, or finding a best-valued replacement.

13. Describe how your firm will notify customer of new products.

CDW•G Response: As technology is constantly evolving, there are always new products and services coming to market. Our customers depend on the latest technologies to make their enterprises run more efficiently and CDW•G prides ourselves on being on the forefront of technical development in the IT industry and our relationships with top manufacturers often results in advanced notification of upcoming releases of new products. Our website, www.cdwg.com, is constantly updating with new products and services that we offer to our customers. Our live catalogue is updated daily and you can browse our most current products and services.



As a contract customer, we deploy a number of ways to keep you informed. Via our website (www.cdwg.com) and your Premium Page, you will be able to view the latest technologies available to you and pricing options to help you make better-informed purchasing decisions. They are constantly up-to-date on the most current and emerging technologies. Be it your Account Manager, our website, or your Premium Page, you can be sure that we will work tirelessly to keep you informed of ways to improve how your do business and which solutions best fit your needs.

14. Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).

CDW•G Response: We often receive advance notification from manufacturers when a product is nearing end of life, and we make every attempt to communicate these changes to customers who may be affected. Your Account Manager will be the first source of updates on products that are nearing end of life. Because we maintain a live catalogue on our website, you will also be able to see in real time which products that we offer are nearing end of life. Your Account Manager also has visibility into our distribution partners' warehouses through EDI feeds updated at least twice daily. As part of their value-added service, they assist customers in finding substitute products that will help customers achieve the same business results.

15. **Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?**

CDW•G Response: Your Account Manager stands ready to help you navigate this process. They receive regular trainings on new products and technologies from OEMs, receiving OEM certifications as trained, certified experts which enable them to assist their customers. We encourage customers to contact their Account Manager when technical support is necessary. If the Account Manager is unable to assist, he/she determine the best next steps. They may work with the customer and dedicated manufacturer support coworker to resolve the issues, solicit assistance from their Sales Manager, or connect the customer to our help desk. CDW•G customers can also contact our technical support team directly from our website or their Extranet site, in a variety of ways including email, chat, and telephone. Our technical support team is available Monday – Friday from 6am – 6pm Mountain Standard Time. All customer support is based in the United States. All Help Desk technicians are CompTIA certified; hold at a minimum A+ and Network+ certifications, and many are accredited in various engineering and manufacturing training courses. Our customer service team assists customers to ensure the product is working as the manufacturer intended. CDW•G provides this value added support, at no charge, for up to two years or manufacturers end of life, whichever comes first.

16. **Describe what other services you offer that would be applicable to this contract (e.g. cloud, services, maintenance, implementation, design, analysis, training, repair, etc.)**

CDW•G Response:

Available Services	
Cloud	Our cloud services will enable you to grow as cloud solutions change and evolve over time. We have been at the forefront of the emerging virtualization technology and are well-positioned to advise you on the Cloud Solution that best fits your needs. We are vendor neutral and we currently work with over 40 cloud solution providers. We offer a range of Cloud Solutions and will work to make sure that you receive the most cost-

	effective solution. Some of our Cloud Solution services include: • Planning Services • Migration Services • Integration Services • Managed Services
Maintenance	CDW•G recognizes that maintenance/support contracts are of great importance to many customers because uptime is vital to their success. Our strong partnerships with the industry's top technology manufacturers, paired with our own maintenance solutions, offers a variety of viable options to our customers. Our maintenance options include the following: • Warranty extensions and upgrades • Post-warranty support • Accidental damage protection • Maintenance contract agreements (conterminous, break/fix, and retainer) • Post-sale technical support • Product and certification training • Help desk services
Implementation	Our national footprint is expansive, with over 600 engineers on staff in more than 15 service offices, complimented by a national traveling team. Additionally, we have capabilities to ship 3,000+ custom-configured systems daily; we configure over 750,000 custom solutions in our two state-of-the art distribution centers annually. Our large number of engineers, paired with our configuration capabilities, allows CDW•G to handle any rollout project that contract members may have.
Design	Most of our projects begin with either an assessment or planning and design session. Our architects review your needs and can perform an evaluation of your existing environment to develop a comprehensive solution to meet your particular project objectives.
Consulting and Analysis	Most of our projects begin with either an assessment or planning and design session. CDW•G technical specialists and field solution architects are experts in many areas including unified communications, networking, wireless, network and physical security and server/storage solutions. CDW•G will save contract members staff time and effort because our experts have already initiated the due diligence process. We share our knowledge of the latest technologies as well as our expertise regarding the pros and cons of each potential solution. We also offer a variety of more complex consulting/analysis solutions for those customers who need a more in-depth evaluation of their system.
Training	CDW•G's project methodology ensures technicians and project managers work with the mindset of being an extension of the customer's IT staff. Throughout the project our team not only focuses on designing bullet- proof

	solutions, but continually engaging the IT staff; sharing knowledge, and ensuring the staff knows how to navigate the solution in which the customer vested their resources. Should a customer require training outside of this transfer of knowledge, we have a blended solution of CDW•G offerings, manufacturer standard trainings, and technology training companies.
Repair	In addition to offering onsite repair, we have our own repair center. CDW's Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty service. Our factory certified repair technicians complete typical repairs on an average of 7-10 business days. We are an authorized Service Center for the following Manufacturers: • Acer • Apple • Fujitsu • HP • IBM • Lenovo • Service Net • Sony • Toshiba
Asset Tagging/ Configuration	We provide asset tagging and configuration services To better help our customers protect their assets and to ensure that you have an accurate accounting of your inventory. We provide multiple asset tagging options: From serial or part numbers, to location or manufacturer, your equipment can be asset tagged using our CDW•G asset tags or your own tags, customized to your specifications. We can configure your equipment in our Configuration Centers according to your needs so that your products come ready to use out-of-the-box. These services will save you time and increase productivity. Your Account Manager will help you determine which options are the best fit for you.

Please note: due to manufacturer policies, limitations, and agreements, CDW may not be able to service all computer models or lines made by these manufacturers.

17. Describe options for leasing and financing and the various payment methods accepted.

CDW•G Response: CDW•G has a department dedicated solely to assisting our customers with their leasing needs. We take a vendor agnostic approach and CDW•G's leasing team can work with the City to find the best leasing option that fits within any unique budget constraints the City may be experiencing.

Leasing allows the City to procure needed equipment now, so you do not have to wait years down the road when your budget allows a large- scale purchase. With leasing and financing,

the City also has the ability to bundle costs. Therefore, if you are also working with outdated software, you can purchase it with your products, and even services, all in one fell swoop. Budgeting for leasing is easier than purchasing outright, as your monthly payments are agreed upon upfront. With a lease, you can choose to add to your lease term; and once you choose to end the lease, you often have the option between purchasing and returning the equipment.

CDW•G's Leasing Team helps members navigate through all the available leasing providers to select the best option to fit the customer's needs. For members with a Master Lease Agreement established, we more than likely have a partnership in place with their provider, or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. We are a recognized force with many of our leasing partners, such as our 2014 HP PartnerOne Financial Services Partner of the Year Award. Often, we are able to leverage our relationship with our partners with more advantageous rates or terms. For Members that have diversity requirements to meet, we can recommend our WBE certified leasing partner, Commonwealth Capital Corporation.

We'll incorporate leasing into our sales team trainings for the contract, so that sales can recognize opportunities where leasing would benefit the members and to be able to speak to the different lease options available.

We are also able to accept payment via the following methods: Credit Cards (American Express, Discover, MasterCard, Visa), Checks, EDI, EFT (Electronic Funds Transfer), and Procurement Cards.

Tab 3

Pricing Forms

1. **Provide price proposal as requested on the Pricing Document (Attachment A- "National TAB") attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.**

CDW•G Response: The central metric in a pricing structure is the index from which that price is derived. CDW•G utilizes our Nationally Advertised Price (NAP) as the starting point in our price proposal. Contrasted with traditional MSRP (Manufacturer's Suggested Retail Pricelists) which does not reflect market conditions and therefore does not change, our NAP pricing is scaled and adjusted to remain competitive in the marketplace. Our customers can be sure that the pricing quoted is the most up-to-date and competitive available.

To provide National IPA with a complete catalog offering, CDW•G is proposing contractual pricing to be factored by applying discounts to CDW•G's product taxonomy. This approach ensures a complete catalog offering, provides the greatest breadth of product offering, as well as an easy "on-ramping" as new product and technologies are introduced. For ease of evaluation and to be compliant with the RFP requirements, CDW•G has conformed to the City of Mesa's product taxonomy in the market basket as well as the National Discount sections of the price proposal, however the resultant contract will be managed utilizing the CDW•G Category table listed below:

CDW•G Categories	Discount
Accessories	6.75%
Power, Cooling & Racks	5.00%
Desktop Computers	3.00%
PC Compatible Desktop Computer	2.10%
Data Storage / Drives	5.50%
Enterprise Storage	5.00%
Point of Sale/Data Capture	4.25%
Servers & Server Management	4.00%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	2.50%
Notebook Computers	2.10%
Convertable PCs/Slate PCs/iPAD	2.25%
Chromebooks	0.00%
Netcomm Products	5.50%
Gigabit Switch	6.00%
Modular Switch Chassis	6.00%

Modular Switches	5.50%
Carts and Furniture	5.00%
Printing & Document Scanning	3.00%
Services (3rd Party Delivered)	0.00%
Warranties-Product Protection	3.50%
Software	4.00%
Collaboration Hardware	4.25%
Memory/System Components	13.00%
Video-Projection-Pro Audio	3.50%
Cables	15.00%
CDW Configuration Services	5.00%
Apple Products for Eligible Entities	.50%

[redacted]

2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, the total annual spend, etc.

CDW•G Response: Under the contract, individual clients who purchase significantly larger amounts may qualify for an additional discount on individual purchases. Additionally, as a partner on the contract, CDW-G will be leveraging its influence on manufacturer partners for additional cost saving programs based on contract spend.

With our dedicated Account manager model, CDW•G Account Managers are tasked with providing exceptional customer service and excellent value to each customer who purchases from National IPA. With that goal in mind, if a customer were to forecast larger quantities, the Account manager will work with manufacturer partners on behalf of his/her customer to achieve greater than contract discounts. The discounts and effective savings will be dependent on manufacturer support as well as the size and volume of the order. Depending on the product type the discounts can be anywhere from 2- 20% additional savings.

Per the requirements of the solicitation, Attachment A- Pricing Forms is included and attached in Excel format.

Tab 4

Qualifications (Abilities, Experience, and Expertise)

1. **Provide a brief history and description of your firm. Discuss firm's national presence in the IT solutions industry.**

CDW•G Response: In 1982, 28-year-old, strapped-for-cash Michael Krasny placed a $3 classified ad in the Chicago Tribune for his IBM personal computer. After a flood of offers and a $200 profit, he had an idea. Krasny formed MPK Computers and he became a computer broker. This company later became CDW. Krasny's goal was to make CDW the most successful seller of IT products in the U.S. Some of his first tasks to solve customers' problems include establishing a computerized database of product and customer info, creating algorithms to gauge product sales and demand, and a hand-operated warehouse roller to fill backlogged orders.



Michael Krasny compiled a list of guiding principles—principles that remain at the core of every decision CDW makes today. We believe the reason the National IPA/CDW•G relationship is so successful is because our values and philosophies practically mirror the values that make up the National IPA Way.

Our values begin with the belief that "People do business with people they like." This is why we recruit top IT graduates, hire the industry's most experienced technology experts, partner with business entrepreneurs and educators, and engage military veterans with battlefield experience. It's because we want to support our customers with talented people who have not only walked a mile in their shoes but are committed to providing solutions that work.

CDW's way of business hasn't changed much since '82. We are still recognized by the hybrid business model developed by Krasny, a perfect blend of distribution and IT solutions provider in one knowledgeable force. We still practice a healthy dose of self and competitor evaluation, going from area to area looking for our weakest links and turning them into strengths. In fact, it is from this idea that CDW•G was born. We realized that neither we, nor or competitors, we're doing a great job of providing the segment-specific support to our public customers that they needed, or deserved. So in 1998, CDW•G was established, providing our government and education customers insight and expertise that fit their specific needs. In 2005, we incorporated healthcare segment into this mix.

We continue to use our innovative tools and our deep relationships with our customers and vendor partners to evolve our business as our customer needs dictate, such as our

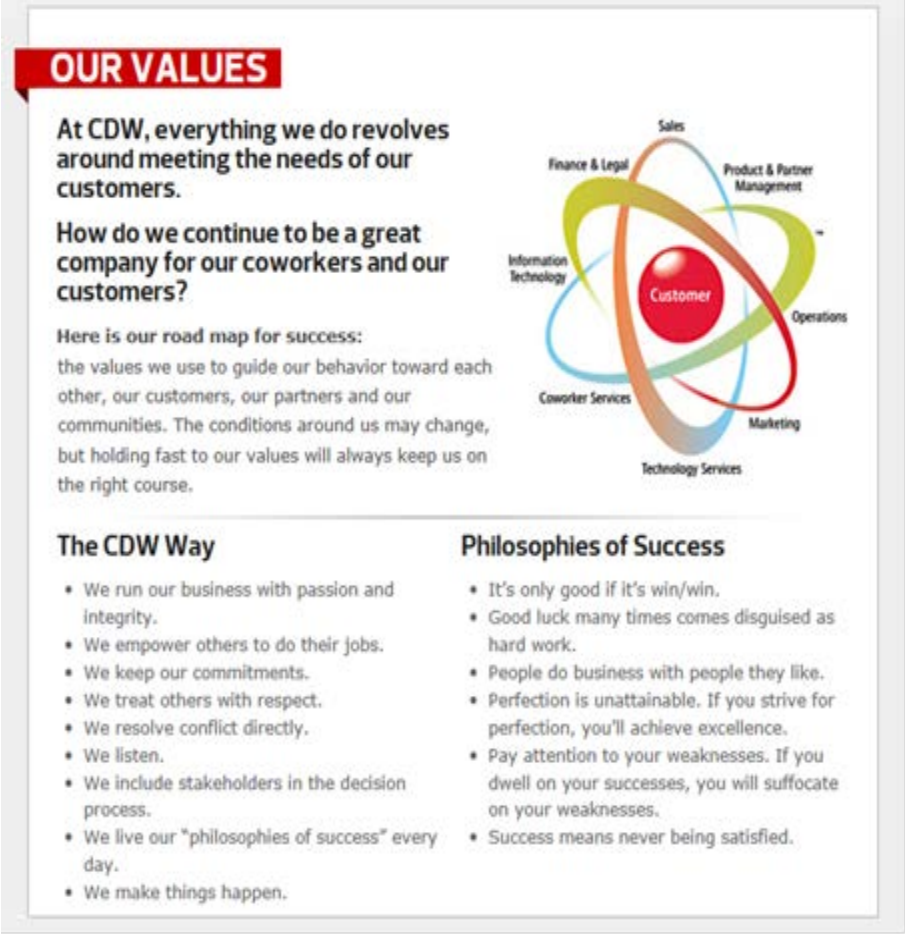


Figure 2: CDW•G and National IPA follow the same core principals to achieve success

expansive cloud portfolio. Proof this approach is working is our $13.9 billion in sales for 2016 and our growing customer base of over 350,000 valued organizations.

Many customers have remained loyal to CDW•G for decades because they know we aren't satisfied with past successes. Instead, we've been focusing on providing advanced solutions and service in areas like cloud computing, mobility, security, virtualization and networking.

2. **Provide the total number and location of sales persons employed by your firm.**

CDW•G Response: CDW•G currently employees 1456 coworkers in 43 different locations nationwide. Over 840 of our CDW•G sales force are Account Manager, with an additional 65 Field Account Executives dispersed throughout the country.

3. **Provide the number and location of support centers (if applicable).**

CDW•G Response: Currently, we have 43 separate locations. Speaking specifically to the benefit of this contract, seven of the states with new locations are also in the ten states with the highest historical spend on the contract.



4. Provide public sector sales figures for 2014, 2015, and 2016 and the percentage mix of hardware, software, and services.

CDW•G Response: Below you can see evidence of National IPA Contract sales growth. The growth rates of National IPA exceed the standard rate for CDW•G, verifying our good faith effort to promote the contract within our existing client base.

National IPA Contract Sales		
Year	**Sales In Millions**	**% of Growth**
2008	$4	N/A
2009	$21.7	442.50%
2010	$44.1	103.20%
2011	$83.3	88.90%
2012	$99.4	19.30%
2013	$113	13.68%
2014	$160.1	41.68%

2015	$253.7	58.46%
2016	$390	53.72%

5. **Please submit you FEIN and Dun & Bradstreet report.**

CDW•G Response: CDW•G FEIN: 36-4230110.

Dun & Bradstreet numbers:

CDW LLC: 10-762-7952; CDW Government LLC: 02-615-7235

CDW•G cannot supply a Dun & Bradstreet report, as it violates our contract with Dun and Bradstreet. The City of Mesa can obtain a report for CDW•G from Dun & Bradstreet.

6. **Provide a summarization of your experience in performing work similar to that outlined in this solicitation.**

CDW•G Response: CDW•G holds a number of similarly structured contracts. Since 2008, we have grown our contract with National IPA, as evidenced in the chart above, and have demonstrated success in broadening and promoting the National IPA contract. Over the past eight years, National IPA contract sales have consistently grown, year after year, most recently reaching $390M.

For our references we provide customers that can attest to our abilities of both managing this contract, and to addressing and meeting their needs as our customer. We provide contact information for these customers in a separate, confidential file.

7. **Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments are preferred.**

CDW•G Response:

Kern High School District- Business Services	
Contact	[redacted]
Address	5801 Sundale Avenue, Bakersfield CA 93309
Phone	[redacted]
[redacted]	[redacted]
Date of Service	2014-today
Culpeper School District	
Contact	[redacted]
Address	450 Radio Lane, Culpeper VA 22701-1521
Phone	[redacted]
Email	[redacted]
Date of Service	2005-today
Los Angeles Superior Court	
Contact	[redacted]
Address	111 North Hill Street, RM 105D Los Angeles, CA 90012-3219
Phone	[redacted]
Email	[redacted]
Date of Service	2013-today

8. **Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References should include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.**

CDW•G Response: The City's two primary customer service representatives' resumes can be found in Tab 7 "Appendix." Below are the references for each:

References	
Mark Ellis, Manager- Program Management	**Pat O'Brien, Field Sales Manager**
Ohio Council of Educational Purchasing Consortium Elmo Kallner- Contact ekallner@mail.mecdc.org 614-579-2669	City of Tucson Marcheta Gillespie- Contact Marcheta.Gillespie@tucsonaz.gov 520-791-4217
Green River Regional Educational Cooperative Ann Burden- Contact Ann.burden@grrec.org 270-563-2113	National IPA Ken Heckman- Contact Ken.heckman@nationalipa.org 615-289-8561
National Joint Powers Alliance David Duhn- Contact David.duhn@njpacoop.org 218-894-5469	City of Jacksonville/Jacksonville Transit Authority Bursey Armstrong- Contact bjarmstrong@jtafla.com 904-630-3167

9. **Provide information regarding if your organization ever failed to complete any work awarded.**

CDW•G Response: At the time of submission and to the best of our knowledge, CDW•G has never had a contract terminated for cause

10. **Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

CDW•G Response: Though CDW•G has been involved in litigation, it has not nor is it expected to impact our ability to provide products and services on this agreement. We have not filed any bankruptcies.

Tab 5

Technology

1. **Describe your website and the ease-of-use for customers to perform the following types of tasks:**
   a. **to search for products**
   b. **to find alternate products (if a certain product is not available)**
   c. **to perform side-by-side price comparison of products**
   d. **to order products**
   e. **to track order status, to include backordered items**
   f. **to determine when an item was received and who received it**
   g. **to restrict/block the ordering of certain line items and to restrict/block the ordering of groups**
   h. **to create approval paths/levels for orders, to include creating an approval path for restricted items**
   i. **to create "favorites" list or subscribed purchases other personalized list of frequently ordered items**
   j. **to create a "shared" list for an agency to use**
   k. **to obtain online customer service**
   l. **to receive online training**
   m. **to accept credit card payment (and describe the level of data offered; also describe your security measure for credit card orders)**
   n. **to track their budget for purchases**
   o. **to generate reports**

CDW•G Response: Each Agency utilizing the contract has their own customized Extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to contract users at no additional cost. We have enabled more interactive information about updates to the website via http://www.cdwsiteinfo.com/.

Our web capabilities provide an extra level of convenience, customization, and efficiency for all users. Our award-winning e-Procurement tool brings customers:



Speed — Customers can research, purchase and track technology easier and faster than ever. CDW•G makes the buying process simple and more efficient. With one click, authorized purchasers can procure the best solutions at the best price from one of the industry's largest inventories of brand-name products. Consolidating purchases through our "one-stop shop" saves customers both time and money.

Information — Our extranets provide the industry's most comprehensive suite of e-Procurement tools to gather the breadth and depth of detail to help make the right purchasing decisions. The site puts customers in direct contact with their Account Manager who can personally guide with suggestions and recommendations to help make informed purchase decisions.

Reporting — As a rich source of detail on purchase history, license agreements, and asset tracking, your Extranet site lightens the burden of report generation. This customizable extranet is a productivity-enhancing tool, giving the exact detail customers require whenever they need it. As detailed in Question #10 of this section, customers can also download reports into a variety of formats, including Microsoft Excel, CSV and tab-delimited files. The value-added benefit of a customized extranet is the ability to manage data and information that will enable customers to make more cost-effective decisions. It also reduces the administrative and purchasing costs involved in procurement.

Extranet Features

We provide specific features of a customized extranet below:

Contract Pricing — View Negotiated Contracts in Real-Time, Receive Bids Quickly

Agencies can view the City's contract pricing, right from their extranet. City of Tucson contract users can view all eligible contract pricing as they shop. Their extranet automatically provides their special prequalified pricing and discounts on tens of thousands of products. Authorized users can access contract and/or special pricing in real-time, as the site is constantly updated to reflect the latest status. Buyers from any location can view approved contract pricing to ensure this pricing structure holds true throughout the entire organization.

Account Team — Access Expert Support with a Personal Touch

Your extranet page allows customers to work directly with your dedicated Account Manager and team of sales support, as well as customer service professionals and certified technicians during every step of the purchasing cycle. The page displays pictures of the customer's Account Team, view their contact information and check their availability in and out of the office.

Online Quotes — Create, Review and Place Orders in Minutes

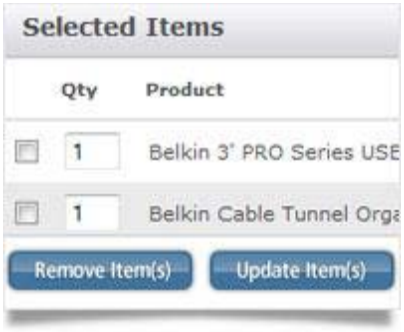
Purchasers can review quotes online just moments after their Account Manager create it. From here, users can print it, forward it to colleagues or manager for pre-authorization, or convert it to a live order. This feature also lets customers create their own quote right from their shopping cart, in addition to viewing contracts, volume and bid pricing online.

Company Solutions — Compare and Buy Single or Bundled Products with One Click

This capability enables agencies to customize their extranet home page to show the products and configurations their organization uses, and to streamline standard product orders. They can choose a variety of formats to view products individually, in bundles, by manufacturer or even in side-by-side comparisons. By grouping products into bundles, there is no guesswork when making repeat purchases on your standardized solutions. The

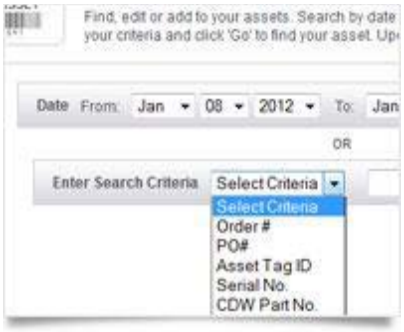
extranet page also allows customers to perform quick product searches and to “comparison shop” by viewing side-by-side, detailed product descriptions before they even place an order. This takes the hassle out of downloading data from multiple manufacturer websites.

Catalogs and Custom Catalogs – Limit Product Purchase Rights



The catalog feature allows agencies to create customized catalogs. Customized catalogs can be used to limit the purchasing ability of end-users based on: Purchase History, Corporate Solutions, Contract(s), Manufacturer Part Number, the CDW•G EDC, and through the Search function. The same engine and keywords that drive the Search Engine are also available to search for product. This allows purchasers to refine items listed before making them a part of their agency’s custom catalog for one or multiple users. These rules can be used to add product to a catalog or exclude items from one as well. Once applied to a group or PAS workflow, they can really help control the spending habits of end users and help keep IT budgets on only the standard of items approved.

Asset Management — Follow Asset-Tagged Hardware throughout Agencies



Your extranet page provides an online asset management tool to track asset tagged products. Products are searchable by serial number, order number, date of purchase, product description, warranty length, invoice number, or location. Users can even create their own custom fields and add or enter products purchased from other vendors. This extranet feature also allows customers to modify their records to reflect the transfer of equipment from one location to another, a real plus for customers with multiple locations. Asset Management then lets the user create and download a detailed report of their hardware assets.

Account Linking — View, Place and Track Orders from Multiple Addresses

Account Linking lets customers view, place and track orders, including historical purchases across multiple bill-to addresses. A single login gives authorized users a way to efficiently access their order status from across the enterprise to anywhere in the world. This eases the challenge of multiple purchases from disparate locations by centralizing the purchasing process, yet offering the flexibility to place and track orders by address and location.

My Purchases — Track Order Status and Purchasing History Instantly

This feature offers a full breadth of tools to track order status, purchasing history and financing options. Original invoices can be printed; giving a view into outstanding balances and invoices, credits, adjustments and/or payments. Agencies can download their purchasing history in preferred time increments (such as month-to date, last six months, prior year, etc.) in any number of formats. The system lets users automatically save this data in spreadsheet or database applications. Authorized users can readily search their order, get a tracking number, check shipping status, and request a Return Merchandise Authorization (RMA).

Purchasing Authorization System (PAS) — Streamline Purchasing Approvals

The extranet page also automates the approval process. PAS enables customers to restrict their employees' purchasing power and to automate required approvals before they place any order. PAS bypasses the laborious step of having a purchasing administrator personally place each order. This process allows for multiple levels of approval, as well as multiple approval systems, which can all function independently for many departments/locations within the procurement process. This system also allows for reporting that is specific to orders which have moved through the requisition process setup through PAS. All reporting is as dynamic and editable as the other tools on their extranet.



Product Finders — Easily Find the Right Accessories and Supplies

CDWG.com now offer Product Finders to make it even easier to find supplies for printers, fax machines, copiers, multi-functions, and other devices. Customers can also search for desktops and notebooks. Product Finders guides to the technology solutions that fit agencies needs and will even help find information for discontinued models. These Finders were designed to ensure

compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.

2. **Describe additional functionality offered by your website. Provide screenshots, a demo "CD/jump drive," demo URL, a manual, etc., or any other format that will aid the City in our evaluation of your website.**

CDW•G Response: The City can review the current contract's CDW•G Premium Page at www.cdwg.com/nationalipasolutions. When placing an order, agency members log into their own personal CDW•G Extranet to complete the procurement. This account is available twenty-four hours a day, seven days a week. On this site, agencies can compare products, quickly find compatible accessories, and select from a number of shipping options. However, this account offers more than just ordering functions. Agencies can track spend history, manage assets, and create customized reports. If they are in need of customer service assistance, they can reach their account manager, chat with or email a representative, and even place an RMA request. For an Extranet tour, visit http://www.cdwsiteinfo.com/extranet-video/.

The Extranet is not the only site we offer helpful tools to our customers, our main page, cdwg.com has a plethora as well. For a tour of this site's functionalities, visit http://www.cdwsiteinfo.com/cdw-site-tour/.

CDW•G will continue to build new e-Procurement solutions and feature enhancements based on customer feedback. We strive to regularly incorporate new features and capabilities that ease inventory headaches.

3. **Describe any national awards and/or other recognition that your website has received.**

CDW•G Response: In October 2015 CDW•G was ranked No. 8 on the list of America's 500 largest e-retailers by Internet Retailer's Top 500 Retail Web Sites Guide.

4. **Describe the hours your website is available? What are your hours of downtime, such as for system maintenance?**

CDW•G Response: CDW•G does not have any scheduled extranet down time. Our website's availability is above 99.95%. We are constantly imaging and activating revisions while the site is fully operational. CDW•G works to ensure that there is redundancy in place to minimize any risk of downtime for contract purchasers.

We typically inform our customers of scheduled extranet outages 24-48 hours in advance. When these outages must occur, which is not often, we tend to schedule them on weekends when there is the least impact on the customer. We advise our customers on any significant changes 45 days ahead of the scheduled change. Customers can let their Account team know if they would like to be added to this notification list.

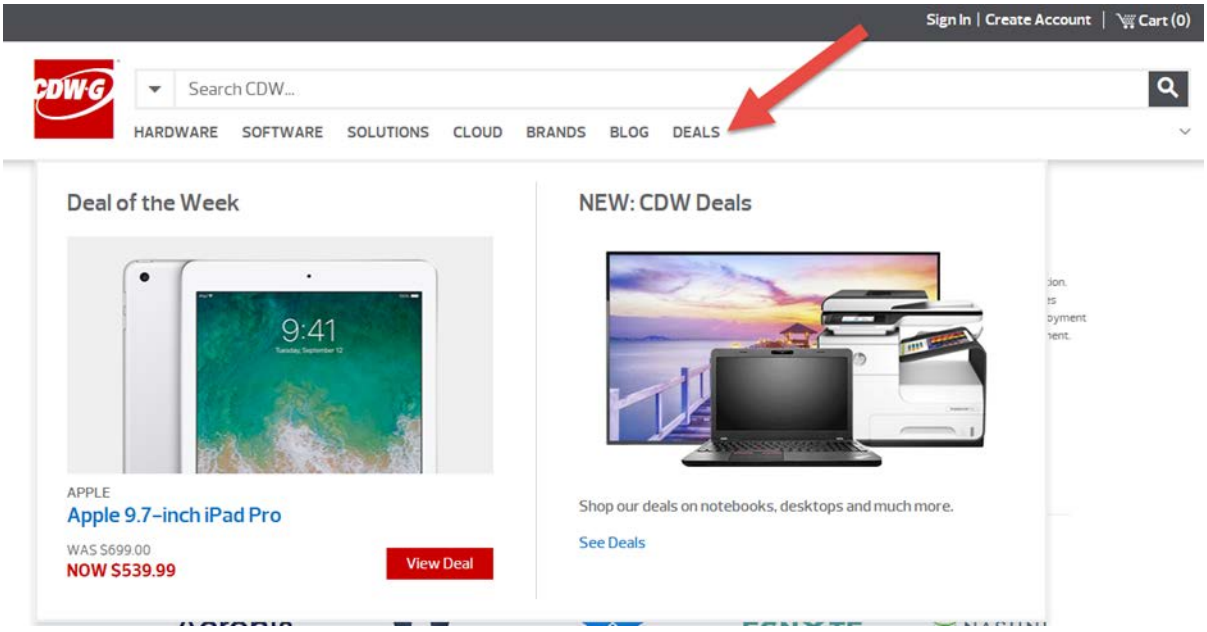
5. **Does your website offer real time product availability?**

CDW•G Response: Yes, most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Our channel distributor partners send us daily EDI downloads, which allows us visibility to inventory items and pricing broken down by local or remote facilities. Furthermore, our top three distribution partners provide real time inventory information.

Using a Just-In-Time inventory management system, our purchasing department excels at keeping a one-to-four-week supply of products in our distribution centers (depending on current sales volume trends for each product). We scan inventory as it enters the distribution center, as it moves through the fulfillment process, and before it leaves the centers. This allows us to maintain near perfect inventory accuracy. The system processes and transmits each scan in real-time, providing immediate inventory updates.

6. **How does your company leverage your website to inform customers of the additional savings that may be available?**

CDW•G Response: Our website has a dedicated tab for informing our customers of additional savings and deals that are available to them. Under the "Deals" header, as shown below, we advertise discounted products and pass this on to our customers. Deals span all product categories and manufacturers, and we inform our customers if a specific OEM is running a particular deal. We strive to pass on value and savings to our customers, and this is another way our website keeps our customers updated and apprised of our latest offerings.



7. **Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?**

CDW•G Response: CDW•G's website generates a number of customer email confirmations including quote and order confirmations, notification of back orders, and shipment notifications. National IPA members can enroll in paperless billing to receive credit card invoices via email, and reminders to order frequently used products. Order status information is available 24 hours a day on our Quick Order Status tool.

8. **Describe the registration process to set up new customers for you online ordering process. Is self-registration available? If an agency does not want self-registration, are you available to assist in the registration process?**

CDW•G Response: Yes, self-registration is available. Additionally, your Account Manager will be happy to walk you through the registration process and ensure that you're properly entered into the system. Your Account Manager are trained to enroll new customers to access the National IPA contract, should our customers need immediate access. A confirmation number is generated and sent to your Account Manager who will then then provide this confirmation and the customer's CDW•G account number to your dedicated Program Manager, who immediately adds them to the system for contract access. Jumana Dihu, your Program Manager, adds new members to the contract typically within a week of receiving a new member list from National IPA.

If the agency does not already have an Extranet account, there are a few short steps for them to create an account. Once the customer creates their account, they simply log on to access the contract. Account Managers will provide any registration assistance.

9. **Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields, ability to include budget information), etc.**

CDW•G Response: Your Extranet account can be customized to your exact specifications. We can include your favorite items, frequently purchased products, bundled items. Your site will be tailored to your needs. The site currently displays the National IPA logo, displays a customized message, highlights appropriate products, and has fields named as specified by the City. Agencies customized extranet home page will provide authorized users with quick and easy access to the following features:

Quick Cart – Enables users to add items directly to their cart by typing in the CDW part number.

Account Team – Displays the "In/Out" status of your dedicated Account Manager and provides immediate and direct access to your dedicated Account Manager via phone fax and email. Also, provides a link to your entire dedicated Account Team.

News – Provides additional information on extranet tools and enhanced features.

Promotions and Updates - Shows current promotions and updates to technology solutions.

Featured Products – Highlights specific products and solutions.

Recent Orders – Displays information for orders for the past 45 days including order status, purchase date, purchase order number, purchaser, and sub-total.

Contracts – Provides details of pricing contracts for your organization and enables you to download pricing for your contracts.

Bundles – Takes the guesswork out of repeat purchases. Administrators can create custom bundles containing their company's standardized solutions.

Individual Products – Allows administrators to highlight products for quick and easy access.

Comparison Charts – Helps users to compare the features and prices of multiple products during the shopping process and save those comparisons for future reference.

Links – Lets users maintain easy access to manufacturer websites and other helpful online destinations. There are links to additional extranet features that are only a click away. These features include:

My Purchases – Offers a full breadth of tools to track order status, purchase history, and financial information.

Security Settings – Enables administrators to restrict users' access to specific functions.

Asset Management – Enables you to create and download a detailed report of your organization's hardware assets that have been asset tagged.

Software License Tracker – Simplifies software license management and reduces the risk of noncompliance.

Quotes – Enables you to create your own quote right from your shopping cart, forward it for preauthorization, and convert it to a live order.

Purchase Authorization – Automates approval process and manages users' purchasing power.

Custom Catalogs – Displays only products approved for purchase by your organization.

Online Chat – Puts users in direct contact with customer relations, technical support, and e-support team representatives.

10. Describe the types of online reporting that are available. Is customized reporting available?

CDW•G Response: CDW•G's reporting capabilities are extremely flexible and comprehensive. CDW•G Extranet provides access to real-time information in a way that is convenient and easy to use.

The City of Mesa authorized users have access to your extranet 24 hours per day, 7 days per week. Authorized users have the ability to generate a variety of reports via their agency's extranet. Data fields include, but are not limited to:

- Product name
- Item description
- Part number
- Cost per unit
- Order quantity
- Delivery location
- Date ordered

- Purchase Order#
- Purchased by

Agencies can view standard reports, and create and save custom reports. Reports can also be generated for a variety of timeframes; differentiated by site, division, department, buyer, city, state, product, etc. Users can select from Microsoft Excel, CSV and tab-delimited files for report downloading.

11. Describe your online return process (if available).

CDW•G Response: In order to return any product to CDW•G, including damaged or defective products, contract users must request a Return Merchandise Authorization (RMA) number. The most efficient way to request an RMA number is via the customer's CDW•G Extranet. When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If the return meets these factors, the RMA number is emailed directly to the customer. Should the auto-approval criteria not be met, the RMA will route to Customer Relations for processing. The benefit of our automated system is faster turnaround time on most RMA approvals. Once CDW•G has processed the request, the customer receives an email with the RMA number. The approved RMA number must be clearly noted on the shipping label of each box.

CDW•G carries many more highly customizable products than what we have historically carried on this contract. A uniquely customized product is not as simple to return as an off-the-shelf product. Once a product has been customized, we are unable to return it to the OEM ourselves; that activity must be handled directly between the purchaser and the OEM. Therefore, CDW•G proposes the following return policy:

- Except for certain products that are uniquely customized to City specifications, which shall be indicated at the time of Quote, all defective products shall be identified within thirty (30) days of receipt and will then be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
- Uniquely customized products are typically indicated by the inclusion of the designation "CTO," "BTO" or "Customer's Name" in the product description of the item. When providing a quote for products that are uniquely customized to City specifications, Contractor shall include the following statement on the quote: "*This quote contains a custom item, this item may not be able to be returned, depending on manufacturer restrictions.*"

More often than not, we are able to find a return remedy - even in the case of customized products. To ensure customer clarity around returning customized items, we will instruct our Account Managers to discuss the return policy with the customer during the building process for customized solutions, if they are not already doing so.

12. Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems? Is there a cost for these services?

CDW•G Response: CDW•G has implemented eCommerce solutions with over 72 eProcurement partners, for over five thousand customers on most of the major purchasing platforms. There is no charge for integration support, unlike some of our competitors.

CDW•G has overseen cXML and OCI Punch-Out solutions since 2001, with over 8,000 integrations to date. These integrations make up a quarter of our web business. There are three teams that span the eCommerce/IT/Sales departments that are solely dedicated to eProcurement integration projects.

We likewise provide level III/tier 3 credit card reporting and provide financial reports (invoices and histories) in different automated formats for compatibility with financial systems. While our website is compatible with third party e-commerce solutions, the CDW•G is owned and managed in-house without reliance on third party support for our key web systems. There is no additional charge for these services.

Below are examples of ecommerce methods CDW•G currently supports with our customers:

FTP (File Transfer Protocol)

CDW•G's FTP processing is flexible; we can exchange fixed length, wrapped or unwrapped files, with or without CR/LF. We can also exchange stream files – one continuous stream of data (variable length).Naming conventions for files and the number of files exchanged are flexible.

CDW•G or the customer can host the FTP site. UserID and Password are required to access our FTP site. CDW can delete files that have been retrieved. Partners will be expected to delete files after they are retrieved.

CDW•G uses PGP to encrypt data exchanged FTP. PGP (Pretty Good Privacy) is widely available and uses public-key cryptography to exchange files, with both privacy and authentication, over all kinds of networks. CDW•G can also support FTP using SSH or SSL session encryption.

EDIINT-AS1

This communication method uses the e-mail system to transfer encrypted data over the internet. The partner needs to have an AS1 compliant software package that can encrypt and decrypt EDIINT AS1 data.

EDIINT-AS2

This method uses the internet to exchange data. This communication method uses an HTTP post (language of web sites) to transfer encrypted data over the internet. The partner needs to have an AS2 compliant software package that can encrypt and decrypt EDIINT AS2 data.

HTTPS (HyperText Transmission Protocol, Secure)

This method allows CDW to send and receive data through a Web Server using HTTP/S. HTTP is traditionally used for displaying interactive Web pages, but can also be used as a communication method.

VAN (Value Added Network)

A VAN is the least desirable method due to the fees incurred for this third-party service. CDW•G will be happy to work with you in any capacity to eliminate the use of VANs as a communication method. If necessary, we can establish a secure connection to a VAN and the VAN should exchange in a secure fashion as well.

13. **Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.**

CDW•G Response: The CDW•G website is the 10th largest website in the world measured by revenue volume. While we no longer release specific website sales numbers, past numbers indicate that our website is now processing over $2 billion per year in transactions. Additionally, the website is estimated to assist with another $4 billion in sales that are finalized on the phone or via purchase order.

The extreme volume and business-critical nature of the CDW•G website means we must focus on usability and uptime at all times. CDW•G employs over 200 in house IT personnel to keep the website accurate and running; their success is reflected in the less than 6 minutes of unplanned downtime last year - an uptime exceeding 99.997%.

Because the website processes such volume, new functionality is constantly in the works but never fully implemented until we have conducted rigorous testing for usability, compatibility and perceived value to our customers. We have also added a new Solutions & Services section, which contains streaming content and white papers that cover all the comprehensive categories where our software and hardware solutions pair with best in class support and advanced technology services.

As a world-leading website, the CDW•G site has the functionality to be compatible with our most advanced customer needs, including advanced security, multi-level approvals, asset tracking and others. Our staff of 200 will always be expanding these capabilities as advancements in technology and customer needs dictate.

Tab 6

Other Forms

The following forms should be completed and signed:

1. **Vendor Information Form**
2. **Exceptions & Confidential Information Form**
3. **General Questionnaire Form**
4. **Lawful Presence Affidavit**
5. **Respondent Certification Form (Offer and Acceptance)**
6. **Respondent Questionnaire**
7. **W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation.**

CDW•G Response: CDW•G's response to these forms follow this page.

mesa·az

REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: CDW Government LLC

Doing Business As (if different than above):

Address: 230 North Milwaukee Avenue

City: Vernon Hills State: IL Zip: 60061-9740

Phone: 800-808-4239 Fax: 847-419-6200

E-Mail Address: Website: www.cdwg.com

DUNS # 02-615-7235 State Where Business Entity Was Formed: Illinois

Remit to Address (if different than above):

Address: 75 Remittance Drive, Ste #1515

City: Chicago

State: IL Zip: 60675-1515

Order from Address (if different from above):

Address:

City:

State: Zip:

Contact for Questions about this bid:

Name: Cale LaSalata Title: Proposal Specialist

Phone: 203-851-7211 E-Mail Address: calelas@cdw.com

Day-to-Day Project Contact (if awarded):

Name: Pat O'Brien Title: Field Sales Manager

Phone: 847-371-5584 E-Mail Address:patobri@cdwg.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☐ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number:
City Sales Tax Number: City of: AZ
Applicable Tax Rate: %

☒ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number: 07637419- State of Arizona
City Sales Tax Number: City of: AZ
Applicable Tax Rate: %

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐ No exceptions

☒ Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

Confidential/Proprietary Information (mark one).

☐ No confidential/proprietary materials have been included with this Response.

☒ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

Exceptions

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
9 / Scope of Work page 16	DEFECTIVE PRODUCT. All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification.	CDW•G seeks the following alternate language: All defective products shall be replaced and exchanged by the Supplier. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Supplier. All replacement products must be received by the City within seven (7) days of initial notification, when such products are in Supplier stock.	
1.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 3	Suppliers are required to pay an administrative fee of 3.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).	CDW•G seeks the following alternate language: Suppliers are required to pay an administrative fee of ~~3.0~~2 % (Administrative Fee Percentage hereinafter defined) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. . . .	
2.2/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 5	Pricing Commitment Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.	CDW•G seeks the following alternate language for this section: Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) ~~to~~ Public Agencies nationwide and further commits that if a Participating Public Agency ~~is eligible~~ for lower pricing ~~through a national, state, regional or local or cooperative contract, that the~~ Supplier will match such lower pricing to that Participating Public Agency ~~under the Master Agreement~~.	
2.3/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 5	Sales Commitment Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration	CDW•G seeks the following alternate language for this first sentence: Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide.	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
	Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.		
3.3. E / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit A, page 7	E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. Best government pricing iii. No cost to participate iv. Non-exclusive contract	CDW•G seeks the following alternate language: Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate: i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency ii. No cost to participate iii. Non-exclusive contract	
7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10	WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.	CDW•G Seeks the following alternative language to replace existing language: Each Party ("Indemnifying Party") shall defend the other party and the other party's officers, directors and employees (each, an "Indemnified Party") from and against any claims, demands, actions, lawsuits, and proceedings asserted or made against the Indemnified Party (each, a "Claim") and shall indemnify and hold harmless the Indemnified Party from and against any loss, damage, cost, and expense (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction or included as part of a final settlement to the extent that the Claim is proximately caused by the gross negligence or willful misconduct of the Indemnifying Party during the performance of the Services and that the Claim arises either from an action brought by an unaffiliated third party for death or personal physical injury, or from damage to tangible personal property suffered or incurred by the Indemnified Party. Claims do not include any damages or liability that are otherwise excluded from this Agreement or that arise from the good(s) or software or from the data processed thereby. The obligation of the Indemnifying Party under this Section is	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
		contingent upon the Indemnified Party providing the Indemnifying Party with: (i) sole authority in any Claim's defense or settlement; (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense; and (iii) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party. NEITHER CONTRACTOR, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CITY FOR EITHER THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) $1,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.	
12/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 11	An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public	CDW•G Seeks the following alternative language to replace existing language: All sales shall be subject to a~~A~~n "Administrative Fee" ~~shall be~~as defined and due to National IPA from Supplier in the amount of two~~—~~ percent ~~(__%)~~ (2%), except Software and Chromebook product categories which will incur no fee ("Administrative Fee Percentage")~~,~~., multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
	Agency's Contract Sales.	identified Participating Public Agency's Contract Sales.	
13/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion	Due to the high volume of transactions anticipated on this program, CDW respectfully requests 15 business days to produce reporting and payment of any Administrative Fees, and therefore seeks the following alternative language to replace existing language: Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the ~~10th~~ 15th business day of the following month. . . .	
15/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed,	CDW•G Seeks the following alternative language to replace existing language: Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. Auditing is solely for the purpose of verifying Supplier's compliance with this Agreement. The audit must be pursuant to a signed Supplier's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Supplier is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
	National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.	limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by ~~National IPA~~ Supplier. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13~~, and reimbursement of National IPA's costs and expenses related to such audit~~.	
16/ Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 12	This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.	CDW•G Seeks the following alternative language to replace existing language: This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of the CSO (hereinafter defined), this Agreement, ~~,~~ and the Master Agreement, as between National IPA and Supplier, the provisions of the documents will control in the following order: the CSO, this Agreement, and the Master Agreement ~~shall prevail~~. With regard to third party cloud computing and storage services, the Third Party Cloud Computing and Storage Services terms, as set forth in Attachment B shall govern. CDW Government LLC ("CDW") acts as a rebiller only and has no control over the delivery of the cloud computing and storage services.	
10/ Attachment D, National IPA	WITHOUT LIMITING THE GENERALITY OF THE	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
Requirements for Cooperative Contract, Exhibit C, page 16	FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.	foregoing, CDW Government LLC is not a party to this Agreement nor is it a third--party beneficiary thereto. Furthermore, it is the express intent of the National IPA Parties that the Agreement shall not establish any third party beneficiaries or third party rights and that the Agreement shall only benefit the National IPA Parties (and the Affiliates thereof).	
4/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to Solicitation, page 25	In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 2. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 3. Solicitation including any addenda; and 4. Contractor Response	CDW•G Seeks the following alternative language to replace existing language: In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order: 1. Contractor Response 2. Agreement (Master Agreement or City of Mesa Agreement Pursuant to Solicitation); 3. Exhibits: a. Mesa Standard Terms & Conditions (Exhibit C); b. National IPA Agreement (Exhibit D); c. Scope of Work (Exhibit A); d. Other Exhibits not listed above; 4. Solicitation including any addenda; and	
8/ Exhibit 1, Draft Agreement, City of Mesa Agreement Pursuant to	8. Requirements Contract. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum	CDW•G Seeks to add the following sentence to the end of this paragraph: For purposes of this Section, a "reasonable period of time" shall mean 24-48 hours after Supplier receives a purchase order.	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
Solicitation, page 28	or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.		
9.c.iv/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 33	The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.	CDW•G Seeks to add the following sentence to the end of this paragraph: Notwithstanding the foregoing, any Contract audits must be pursuant to a signed Contractor's Confidentiality Agreement. An audit can be done only once a year and no auditing can be done for the same time period more than once. No audit may be conducted for any period which begins more than twelve months prior to the date the audit is requested. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The sole right for damages determined by the audit is limited to the actual discrepancies. The audit must be conducted during regular business hours at a mutually agreeable time and upon reasonable advanced notice.	
13/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 34	AUDITS AND RECORDS. Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by	CDW•G Seeks to add the additional language proposed in Section 9.c.iv above to the end of this paragraph.	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
	Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City		
24/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	INDEMNIFICATION/LIABILITY. a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all third party liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement. b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification. c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.	Notwithstanding what is stated in this section, CDWG proposes that the terms and conditions proposed above in Section 7 / Attachment D, National IPA Requirements for Cooperative Contract, Exhibit B, page 10.	
25/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 36	WARRANTY. Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and	CDW•G Seeks the following alternative language to replace existing language: The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only warranties offered are those of the manufacturer, not the Contractor	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
	professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.	or its affiliates. In purchasing the products, the City is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. The City expressly waives any claim that it may have against the Contractor or its affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from the Contractor or its affiliates against any such Claim made against the City by a third party. The City acknowledges that no employee of the Contractor or its affiliates is authorized to make any representation or warranty on behalf of the Contractor or any of its affiliates that is not in this Contract. In connection with the products, certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. The City hereby releases the Contractor and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
		solely in the capacity as an independent sales agent. If in connection with the provision of products, the City desires to have the Contractor provide installation of custom software images, the City will be required to execute an Installation Indemnity Agreement, a form of which is provided at http://www.cdw.com/forms/indemnity/app.asp.	
32/ Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.	CDW•G seeks the following alternate language for this section: Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and added).	

Exceptions			
Section/Page	**Term, Condition, or Specification**	**Exception/Deviation**	**City Accepts**
35/Exhibit 1, Draft Agreement, Exhibit C, Mesa Terms & Conditions, page 37	PROPRIETARY RIGHTS INDEMNIFICATION. Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.	The City's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with the services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) or discovered in the course of performance of this Contract that are embodied in such work or materials ('Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for the City's internal use. The City will have no ownership or other property rights thereto, and the City shall have no right to use any such Work Product for any other purpose whatsoever. The City acknowledges that the Contractor may incorporate intellectual property created by third parties into the Work Product ("Third Party Intellectual Property"). The City agrees that its right to use Work Product containing Third Party Intellectual Property may be subject to the rights of third parties and limited by agreements with such third parties.	

Confidential Information

The following parts of our response are exempt from public disclosure. Subject to applicable state law, we request that the information detailed below be treated as confidential.

Excemptions from Public Disclousre Confidential Information		
Page	**Lines**	**Reasoning**
Tab #2 Pages 23-24	Page #: Requirement #4, p. 23 -24 Starting at “CDW-G’s Supplier” Page #: p. 23 (Requirement #4) Ending at “Reporting Capabilities,” p. 24	Per Arizona Revised Statues § 44-405, the following information is confidential and proprietary and it might contain trade secrets therefore not subject to disclosure in case there is a request.

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? [X] Yes [ ] No

2. Delivery. Delivery, as stated in Detailed Specifications, can be met. [X] Yes [ ] No
   If no, specify number of days for delivery _____

3. Payment terms. Payment Due (Not less than net 30 days): 30 days
   Payment Discount of _____% if invoices are paid within _____ days of receipt.

4. Procurement Card. Does Respondent allow payment of invoices using a Procurement Card?
   [X] Yes [ ] No (Marking a "no" answer will not disqualify your Response.)
   Discount for Procurement Card Purchases? _____%

5. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

6. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
   [☒] Yes [ ] No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 [☒] 2 [☒] 3 [ ] 4 [ ]

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____

☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____

☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____

☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____

☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____

☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____

☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____

☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____

☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____

☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Christina V. Rother
Print Name

10/17/17
Date

CDW Government LLC
Business/Company Name

Verification of Attachment by City Staff:

Signature Date

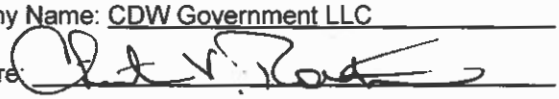
RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

a) The information provided in Respondent's Response it true and accurate to the best of Respondent's knowledge.
b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
    i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
    ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
    iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: CDW Government LLC

Signature: 

Printed Name: Christina V. Rother

Title: President, CDW•G

Date: 10/17/17

ATTACHMENT C
RESPONDENT QUESTIONNAIRE

Respondent Company Name/ DBA: CDW Government LLC	
Years in business providing similar services:33 years	
Contractor's License No(s): N/A Type: (Submit a copy with the Response) Number of employees at location that would serve under a contract from the Solicitation: N/A	
Provide names, contact and telephone numbers of three (3) organizations that have received similar services from your company. **At least one reference should be comparable in size to the City's proposed contract.**	
Firm/Government Agency Name: Kern High School District- Business Services	
Contact Person: Sandy Castorena	Phone: 661-827-3321
Address: 5801 Sundale Avenue Bakersfield, CA 93309	Fax:
	E-Mail Address: Sandy_Castorena@kernhigh.org
$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided: 2014-today.	
Firm/Government Agency Name: Culpeper School District	
Contact Person: Maria Weiss	Phone: 540-829-2120
Address: 450 Radio Lane Culpeper, VA 22701-1521	Fax:
	E-Mail Address: mweiss@culpeperschools.org
$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
Firm/Government Agency Name: Los Angeles Superior Court	
Contact Person: Rachel Cavazos	Phone: 213-633-0136
Address: 111 North Hill Street, RM 105D Los Angeles, CA 90012-3219	Fax:
	E-Mail Address: RCavazos@lacourt.org
$ Value of Work, Supplies/Services and Dates Provided: CDW•G respects the privacy of our customers and therefore cannot disclose the value of the work, supplies/services provided. Dates provided- 2005-today	
List any other information which may be helpful in determining your qualifications for a potential contract:	

75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 1, 2017

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Tab 7

Appendix

Mark A. Ellis

Work Experience CDW•G

CDW•G Manager, Program Management **October 2016 - Present**

- Manages a team of 15 people responsible for State & Local, Higher Education and K-12 Contracts
- Responsible for Program Manager deliverables below as well as signature authority on behalf of the Program Management team

CDW•G Program Manager **March 2005 – September 2016**

- Manages a contract portfolio and team that includes; Healthcare, Higher Education, K-12 and State & Local Segments.
- Provides Program Management support for contract vehicles to ensure compliance, minimize risk, and maximize contract revenue and profitability.
- Manages and develops direct reports to include: Deputy Program Managers and Contract Analyst.
- Responsible for a full range of contracts which face customers and/or partners (E.g., Master Purchase Agreements, Subcontractor Agreements, Stretch Agreements, and others.)
- Initiates and responds to requests for contract changes, product substitutions and/or technical refreshments.
- Drafts or reviews completed drafts of appropriate amendments and other contract documents throughout the contract life-cycle.
- Facilitates preliminary dispute resolution and coordinates with the CDW Legal department as necessary, to maintain customer satisfaction and bring prompt closure to certain contract disputes.
- Takes hands-on, developmental roles in all facets of proposal development, making bid/no-bid suggestions/determinations.
- Ensured contract deliverables reports are prepared, keeps abreast of contractual terms and conditions.
- Managed contracts to ensure maximum contract revenue and profitability
- Made contract modifications including price reductions, additions, discontinued products, replacements as well as version changes.
- Ensured price and supply agreements are in place from award through completion.
- Ensured that CDW•G is in compliance with government regulations, as applicable.

CDW•G Proposal Specialist **March 2003 – March 2005**

- Delegated tasks among account managers, sales managers, systems engineers, field reps, vendors, service partners etc. throughout the proposal process.
- Analyzed RFPs and document potential gains, liabilities, terms and conditions
- Prepared a written response, articulating company capabilities, thoroughly addressing explicit and implicit customer needs.
- Crafted professionally written responses to proposal documents that specifically address customer requirements while positioning CDW•G for success
- Managed proposal schedule to meet deadlines
- Researched the customer to understand their environment, politics, limitations, hot points and other factors that will translate to a response that wins
- Reviewed and flags Proposal Documents for opportunities, liabilities, terms and conditions
- Reviewed responses for compliance, accuracy, content and impact to business; participates in review sessions with teammates to ensure the integrity of all documents and solutions
- Oversaw completion of pricing and non-cost items in the cost proposal, such as representations and certifications

CDW•G Account Manager **October 2001 – March 2003**

- Handled and grew account portfolio that included all SLED customers in CDW•G Ohio Valley
- Served as lead Account Manager for Warren County, Ohio a $1.7M account per year

Education

Indiana University - Bloomington

Bachelor of Arts – History

Minor – Business

Major Projects

CDW Emerging Leaders Program Participant **October 2015 – July 2016**

- Participated and won the 2015-2016 Emerging Leaders Program with my team where we covered how we can better serve our CDW customers by providing a better experience with DCS Services.
- Worked with 4 other people, all in different locations collaborating on our goal of delivering a presentation to CDW's Executives on our final solution.

Patrick T. O'Brien

Education **University of Illinois** **1990-1995**
Bachelor of Science – Sports Management
Florida Gulf Coast University **1997**
Secondary Education Mathematics Accreditation

Work Experience **CDW•G** **Vernon Hills, IL** **2001-Present**

Field Sales Manager, Government **2014-Present**

- Responsible for customer relationships, territory strategy, partner alignment, and Coworker Development for all State and Local Field Sellers in Eastern US.
- Assist in developing short- and long-term performance goals, strategic direction, and business initiatives of our East State and Local Sales Team.

Regional Sales Manager, Government **2007-2014**

- Driving force in successful awards to CDW•G of several state contracts including Ohio, Florida, and California.
- Manage a team of State and Local account managers in the Pacific region
- Responsible for Government sales across all technologies in the region
- Work with account managers to ensure customers are being properly serviced

Strategic Accounts Sales Manager, Healthcare **2006-2007**

- Founding member of CDW Healthcare Division
- Lead Subject Matter Expert for contract proposal resulting in then largest contract in company history
- Responsible for developing, coaching, and supervising National Field and Inside Sales Staff

Sales Manager, Education **2004-2006**

- Driving force in regionalization of Education sales team.
- Consistently managed highest percent of goal sales team in the division.

Account Manager, Government & Education **2001-2004**

- Assisted in the development of new Account Managers
- Focused on helping customers with their technology purchases
- Focused on building relationships with customers to ensure they met their technology goals
- Developed new relationships within existing customers to bring them the value and benefits of CDW

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.

3. Merchandise Damaged in Transit.

- Refusal/Receipt of Damaged Products. If a package containing items purchased from Seller arrives at Customer's address *DAMAGED*, Customer should *REFUSE* to accept delivery from the carrier. If Customer *does* accept delivery of such a package, Customer must: (i) note the damage on the carrier's delivery record so that Seller may file a claim; (ii) save, as is, the merchandise *AND* the original box and packaging it arrived in; and (iii) promptly notify Seller either by calling CDW Customer Relations or by contacting the Seller account manager to arrange for carrier's inspection and pickup of the damaged merchandise. If Customer does not so note the damage and save the received merchandise and does not so notify Seller within fifteen (15) days of delivery acceptance, Customer will be deemed to have accepted the merchandise as if it had arrived undamaged, and Seller's regular return policy, as described in sections 1 and 2 above, and all current manufacturer warranties and restrictions will apply.

4. Credits

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.


CDW·G
PEOPLE
WHO
GET IT™

Information Technology Solutions & Services
Executive Summary

Lead Agency: City of Mesa, AZ

Solicitation: # 2018011

RFP Issued: September 20, 2017

Pre-Proposal Date: October 3, 2017

Response Due Date: October 23, 2017

Proposals Received: 11

Awarded to:

The City of Mesa, AZ Department of Procurement issued RFP # 201811 on September 20, 2017, to establish a national cooperative contract for information technology solutions and services.

The solicitation included cooperative purchasing language in the SCOPE of WORK, # 2 "NATIONAL CONTRACT REQUIREMENTS:

NATIONAL CONTRACT REQUIREMENTS. The City, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Las Vegas Journal Review, LV
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On September 20, 2017 proposals were received from the following offerors:

- CDW-G
- Cloudvara
- Connection Public Sector Solutions
- Hye Tech
- Hypertech
- Office Depot
- PCMG
- POP
- SHI International
- World Wide Technology
- Zones

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with CDW-G and proceeding with contract award upon successful completion of negotiations.

The City of Mesa, AZ, National IPA and CDW-G successfully negotiated a contract and the City of Mesa executed the agreement with a contract effective date of March 1, 2018.

Contract includes:

A comprehensive product and service offering including desktops, notebooks, servers, software, peripherals, cloud computing, consulting/analysis, design, technical support, leasing/financing, trade-ins, repair, configuration/system configurations, implementation, training, maintenance, installation, system testing, upgrades, and imaging

Term:

Initial five- year agreement from March 1, 2018 through February 28, 2023 with the option to renew for two (2) additional one-year periods through February 28, 2025.

Pricing/Discount:

CDW-G offers a percent off catalog pricing by category. Refer to pricing document for complete details.

National IPA Web Landing Pages:

http://www.nationalipa.org/Pages/Contracts-search.aspx?k=cdwg

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number		282477

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(May2018)(IU).docx		M97	PLSS

Legislation Details (With Text)

File #:	18-600	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/15/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approval of the multi-year agreement for Neogov dated December 10, 2018 through December 9, 2021 for the City's applicant tracking system and authorize the City Manager to negotiate and execute attorney approved agreement. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	staffing				
Code sections:					
Attachments:	City of Cocoa - 3-16-2018 Clear Company Proposal 2018 CivicHR Quote 3YR Option- Cocoa, FL				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 15, 2018
Agenda Date: November 28, 2018
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: John A. Titkanich, Jr., AICP, ICMA-CM, City Manager
Requested Action:
Approval of the multi-year agreement for Neogov dated December 10, 2018 through December 9, 2021 for the City's applicant tracking system and authorize the City Manager to negotiate and execute attorney approved agreement.

BACKGROUND:

In December 2013, City Council approved the purchase of an online applicant tracking system (ATS) for the Human Resources Division with Neogov. Prior to having an applicant tracking system, the City had a paper employment application. Since the implementation of an ATS, Human Resources has been able to streamline the hiring process and reach far more qualified candidates to fill the City's open positions.

The pricing originally agreed to in 2013 has carried over annually without an increase until 2017. City Council approved a multi-year agreement at the December 12, 2017 Council meeting dated December 10, 2017 to extend the agreement through December 9, 2018 with the purchase price of $6,250. However, the City was put on notice that the future years would be at a higher cost. Due to the significant increase, the City explored other systems with obtaining comparative quotes and viewed systems demos. Other vendors reviewed were Clear Company, Civic HR, and Bamboo HR. Clear Company's quote was $10,298, which was substantially higher than Neogov. Due to large

price difference we excluded them from further discussion. Civic HR's quote was $6,495 for year one, which $2,000 of that cost was implementation cost, leaving the cost of the actual system at $4,495. A discussion was held with Bamboo HR but when they found the Neogov price were informed they would be much more in cost, so a quote was not obtained.

Human Resources staff began evaluating Civic HR versus Neogov and determined the Civic HR system had limitations. Additionally, a survey was done of local clients in the area and feedback with some clients was negative. The feedback indicated there were system limitations with Civic HR with job requisition and applicant management. Human Resources will be starting a project in Fiscal year 2019 to explore a new Human Resources Information System (HRIS), which would be a multi-year project research and later implement. Many HRIS systems have integrated applicant tracking systems. Having an integrated system would further streamline the City's hiring process. At this time, Staff recommends approving a multi-year agreement with Neogov December 10, 2018 through December 9, 2021 to allow time to evaluate and switch HRIS system, with the goal that the City's new HRIS system will have an ATS integrated.

The City Attorney's office is currently working on the agreement for legal review and will finalize in the near future. Staff is requesting authorization for the City Manager to execute the agreement upon approval from the attorney's office.

STRATEGIC PLAN CONNECTION:

Employees (Goal 1, Objective 1.1(a)): Develop staffing plans to ensure the departments are hiring the highest caliber of job applicants through a streamlined, efficient and transparent recruitment process, while adhering fully to all legal hiring procedures.

BUDGETARY IMPACT:

Budgeted	Yes
Amount Requested	$7,488
Account Number	001-1801-513-46.00
Account Name	Repairs & Maintenance

Budgetary impact for future years:

Fiscal Year 2020: $9,035
Fiscal Year 2021: $10,967

PREVIOUS ACTION:

At a regular City Council Meeting on December 12, 2017, City Council approved the renewal of the Neogov multi-year agreement dated December 10, 2017 through December 9, 2018 for the City's applicant tracking system and authorize the City Manager to sign.

At a regular City Council Meeting on December 10, 2013, City Council approved a resolution amending the FY2017 budget to implement an online applicant tracking system for Human Resources.

RECOMMENDED MOTION:

Approval of the multi-year agreement for Neogov dated December 10, 2018 through December 9, 2021 for the City's applicant tracking system and authorize the City Manager to negotiate and execute attorney approved agreement.

Addendum 1

EXHIBIT A – RENEWAL FORM

Customer:	**Bill To:**
Cocoa, City of (FL) 65 Stone St. Cocoa, FL 32922	Gina Maxwell HR Manager gmaxwell@cocoafl.org Cocoa, City of (FL) 65 Stone St. Cocoa, FL 32922

Quote Date:	3/16/2018	**Revision:**	1
Valid From:	N/A		
Valid To:	**N/A**		
		Order Number:	
Requested Service Date:		**Initial Term:**	
			Insight License: 12/10/2018 – 12/9/2021 GovernmentJobs.com: 12/10/2018 – 12/9/2021 Facebook Integration: 12/10/2018 – 12/9/2021
	TBD		

Order Summary NOTE: The following discounts are available if the contract is pre-paid for the specified number of years: 2 year = 4% discount, 3 year = 6% discount, 4 years = 8% discount, 5 years = 10% off your ongoing annual license

Item	Annual Renewal Year 1	Annual Renewal Year 2	Annual Renewal Year 3
Insight Enterprise Software License License Subscription & Maintenance	$6,187.50	$7,734.38	$9,667.00
Facebook Integration Integration	$500.00	$500.00	$500.00
GovernemntJobs.com Subscription Subscription	$800.00	$800.00	$800.00
Total	**$7,487.50**	**$9,034.38**	**$10,967.00**

Addendum 1

Included with License			
Unlimited Customer Support M – F, 6:00 AM – 6:00 PM PT			
Product Upgrades to Licensed Software			

NOTES:

Addendum 1

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route job requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

3.0 NEOGOV Perform (PE) NA

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON) NA

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*****NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms $295 per form
- Dynamic Forms $195 per form
- Updates to existing forms $200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

6.0 NEOGOV Services NA

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Addendum 1

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PERSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and licenses

One hundred percent (100%) of the annual license price is payable within thirty (30) days of Customer receipt of invoice.

Software Provisioning

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. **N/A**

Training

One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. **N/A**

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

Customer		**Governmentjobs.com, Inc.**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Proposal Overview for: *City of Cocoa, FL*

Option 1:

Recruiting Package
$2.25/employee/month based off 430 employees - $11,610 annually

- 2 Recruiter (admin) Seats
- Unlimited Hiring Manager Seats
- Social Recruiting & Referral Tracking
- Interview Scheduling – Outlook 365
- Interview Scorecards
- Roles & Competencies
- TalentOS
- Reporting – 120+ reports
- Offer Letters
- Implementation & Setup

Option 2:

License Based Recruiting – a la carte - $10,298 annually

- 2 Recruiter (admin) Seats - $5,998 annually
- Unlimited Hiring Manager Seats
- Social Recruiting & Referral Tracking - $1,800 annually
- Interview Scheduling – Outlook 365 - $1,500 annually
- Interview Scorecards
- Reporting – 120+ reports
- Offer Letters - $1,000 annually

Implementation:

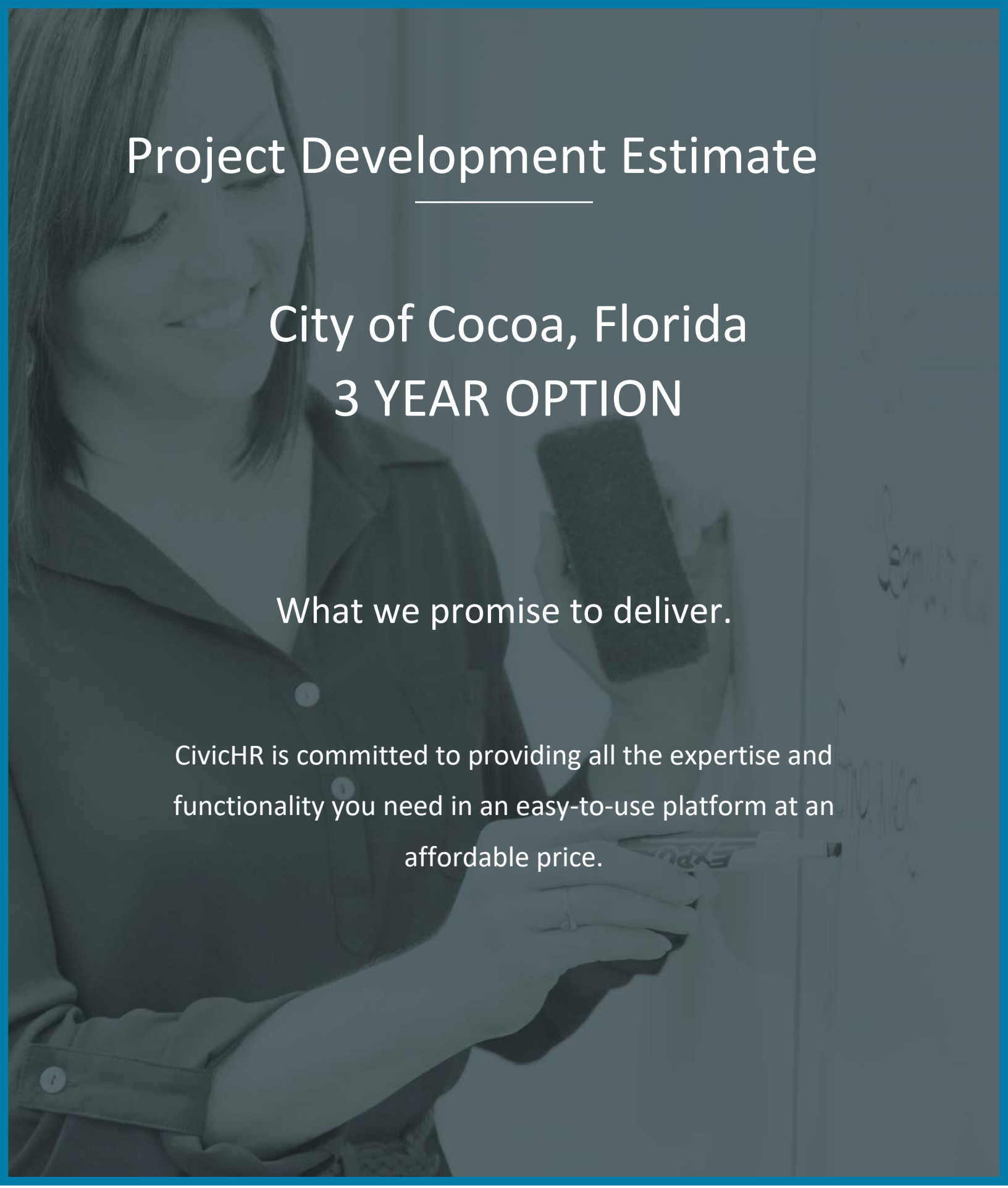
- Free and included
- Data migration from NeoGov – we generally see this ranging from $1,750-$2,500, depending on the complexity of the data provided by NeoGov.

Billing options:

Billing can be done on an annual, semi annual or quarterly basis.

Contracts:

Our standard terms of agreement are 24-months in length



Project Development Estimate

City of Cocoa, Florida
3 YEAR OPTION

What we promise to deliver.

CivicHR is committed to providing all the expertise and functionality you need in an easy-to-use platform at an affordable price.

Fee Schedule

Recurring subscription pricing is subject to normal product pricing changes not to exceed an increase of 5% per year. Pricing may be locked in for up to three (3) years with a multi-year purchase.

APPLICANT TRACKING	YEAR ONE	ANNUAL RECURRING (starting year 2)
+ Up to two (2) customized online applications + Custom internal application + Job & Candidate Routing + Approval Workflow + Job Alerts + Base Minimum Qualifications + Email Templates + Client Control Settings + Multiple User Roles (Permission Based) + Unlimited number of Admin Users + Unlimited number of Hiring Manager Users + Unlimited storage	$4,495	$4,495
Setup and Implementation – Full provisioning of your system with support for electronic job detail import (if applicable), custom application development, user setup and system configuration	$2,000	N/A
Applicant Tracking Total	$6,495	$4,495

DESCRIPTION OF SERVICES	YEAR ONE	ANNUAL RECURRING (starting year 2)
Support – Q&A, troubleshooting and user assistance	FREE and Unlimited	FREE and Unlimited
Web-Based Training – Custom dedicated training for organization employees via web-based conferencing	Up to 8 hours free	Up to 4 hours per year included
Webinars and Online Resources – Online group training via video demo or webinar. Sessions include but are not limited to; new feature roll-out review, industry topics and user refreshers	FREE and Unlimited	FREE and Unlimited

CivicPlus Advantage Plan (Interest Free Payment Plan)			
YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR +
$5,161.67	$5,161.67	$5,161.66	$4,495

Legislation Details (With Text)

File #:	18-604	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	11/17/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Approve a multi-year contract for banking services with Suntrust Bank piggy-backing off the Marion County Clerk of Circuit Court contract RFP12C-183 and authorize the City Manager to sign all the necessary documents. Further, if required by the bank, autohorize the City Manager to approve a banking resolution with the advice of the City Attorney and authorize the Mayor to execute said resolution, if necessary. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Marion County Fee Schedule 2017-2022_1 Marion County Cover Letter SunTrust-TMMA_1 Marion County Piggyback Approval Suntrust Approval to Use Marion County Contract 112618.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2018
Agenda Date: November 28, 2018
Prepared By: Rebecca Bowman, Finance Director, MBA, CGFO, CGFM
Through: John Titkanich, City Manager
Requested Action:
Approve a multi-year contract for banking services with Suntrust Bank piggy-backing off the Marion County Clerk of Circuit Court contract RFP12C-183 and authorize the City Manager to sign all the necessary documents. Further, if required by the bank, autohorize the City Manager to approve a banking resolution with the advice of the City Attorney and authorize the Mayor to execute said resolution, if necessary.

BACKGROUND:

Since October, 1997, the City has used Suntust Bank for banking services. The City Council approved piggyback off the Marion County Clerk of Circuit Court contract RFP12C-183 on February 10, 2015 for banking services that expired August 31, 2017. The City has been operating without a current contract since that time. City Staff desires to have a current contract in place, continuing to utilize the Marion County Clerk of Circuit Court contract RFP12C-183. Marion County Clerk of Circuit Court recently had a consultant review the cost of the Clerk's banking services with Suntrust to determine if it was advantageous to continue with Suntrust Bank or go out to bid. The consultant

determined that it would be cost-effective to continue banking with Suntrust and a renewal was signed for banking services to be provided from September 1, 2017 to August 31, 2022. Marion County Clerk of Circuit Court negotiated an earnings credit rate of .65% and an interest rate of .5% As the earnings credit rate remains the same as the City's current rate and interest earned increases from .12% to .5%, staff requests approval to piggyback off of this contract until August 31, 2022. The City earned $89,739 in interest and was charged $47,105 in banking fees in FY18.

STRATEGIC PLAN CONNECTION:

Fiscal Sustainability Goal 1: Maintain long term fiscal sustainability. Objective 1.1 Maintain and control the expenditure levels, and reduce when appropriate, while not substantially affecting the levels of service.

BUDGETARY IMPACT:

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

Amount Requested $
Account Number _
Account Name _

Source of Funds: ____State Revolving Loan
____ Other Loan Source:_
____ Grant Source:_
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

If a P.O. Change Order is involved please complete the following:

Change Order Amount $_

Original Purchase Order _
Original P.O. Amount _$
For this Agenda Item note Prior Change Order Information:
Total number of change orders to date _
Total amount in change orders to date _$

PREVIOUS ACTION:

The City Council approved piggyback off the Marion County Clerk of Circuit Court contract RFP12C-183 on February 10, 2015 for banking services.

RECOMMENDED MOTION:

Approve a multi-year contract for banking services with Suntrust Bank piggy-backing off the Marion

County Clerk of Circuit Court contract RFP12C-183 and authorize the City Manager to sign all the necessary documents. Further, if required by the bank, autohorize the City Manager to approve a banking resolution with the advice of the City Attorney and authorize the Mayor to execute said resolution, if necessary.

SunTrust Pro Forma
Account Analysis Statement
MARION COUNTY BOARD

Balances	
Average Positive Ledger Balance	$25,159,050.26
Average Ledger Balance	$25,159,050.25
Less: Average Float	$377,100.56
Average Collected Balance	$24,781,949.69
Average Negative Collected Balance	$0.00
Average Positive Collected Balance	$24,781,949.69
Less: **0.00%** Related Reserves	$0.00
Average Available Balance	**$24,781,949.69**
Net Analysis Position	
Value Of Applicable Available Balance	$13,239.67
Earnings Credit Rate	0.65%
Less: Balance Based Charges	$6,558.10
Net Analysis Position	**$6,681.57**
Excess Balances Available to Earn Interest	$12,506,531.74
Interest on Excess Balances at 0.50%	$5,139.67
Interest to be Posted To Account	**$5,139.67**

Services Provided For This Period		Volume	Unit Price	Svc Charges	Bal Required
	Demand Deposit Services				
3021	Account Maintenance - Monthly	16	7.5000	$120.00	$224,615.38
3893	Relationship Analysis Stmt	1	0.0000	$0.00	$0.00
3894	Analysis Deposit Account Stmt	16	0.0000	$0.00	$0.00
3999	Analysis Invoice Fee	1	0.0000	$0.00	$0.00
3890	Check Order Fees	2			
3220	Deposits Credited	76	1.0000	$76.00	$142,256.41
3268	Electronic Credits Posted	1,093	0.0800	$87.44	$163,669.74
3651	Items Deposited	5,641	0.1000	$564.10	$1,055,879.49
3652	WLBX Transit Items Deposited	1,344	0.0900	$120.96	$226,412.31
3653	WLBX On-Us Items Deposited	125	0.0600	$7.50	$14,038.46
3261	Items Paid Not Enclosed	308	0.0800	$24.64	$46,121.03
3267	Electronic Debits Posted	246	0.0800	$19.68	$36,836.92
3258	Check Cashing Fee	23	0.0000	$0.00	$0.00
			subtotal:	**$1,020.32**	**$1,909,829.74**
	Zero Balance Services				
36654	ZBA Master Account	2	15.0000	$30.00	$56,153.85
36655	ZBA Sub Account	8	5.0000	$40.00	$74,871.79
			subtotal:	**$70.00**	**$131,025.64**
	Image Cash Letter				
5709	ICL Transmission-Per Trans	20	12.0000	$240.00	$449,230.77
5710	ICL Record-Per Record	1,216	0.0000	$0.00	$0.00
5748	ICL Deposits Credited	20	0.6000	$12.00	$22,461.54
5750	ICL On-Us Items	1,135	0.0400	$45.40	$84,979.49
5760	ICL Transit Items	6,457	0.0600	$387.42	$725,170.77
			subtotal:	**$684.82**	**$1,281,842.57**
	Returned Check Services				
6631	Deposited Item Returned	9	4.0000	$36.00	$67,384.61
6625	Return Items - Represented	4	1.5000	$6.00	$11,230.77

This pro forma does not constitute a contractual offer of a given price for any service or an offer of any pricing for a given term. It is based on assumptions and is for purposes of estimation and discussion only. Your actual prices will be reflected on your monthly account analysis statement. When you receive your account analysis statement, if you have any questions or concerns about your actual pricing please contact your TSO.

Services Provided For This Period		Volume	Unit Price	Svc Charges	Bal Required
6627	Return Items - Maker Reason	3	2.0000	$6.00	$11,230.77
			subtotal:	**$48.00**	**$89,846.15**
	Branch/Night Deposit Services				
9291	Branch Cash OTC Deposit/$1000	10	3.0000	$30.00	$56,153.85
9296	Branch Curr Ord/Strap	2	1.0000	$2.00	$3,743.59
9295	Branch Curr Ord/Partial Strap	20	1.3000	$26.00	$48,666.67
			subtotal:	**$58.00**	**$108,564.11**
	Cash Vault Services				
12262	Cash VLT Monthly Maint 2-9 Loc	2	40.0000	$80.00	$149,743.59
12492	Cash Vault Deposits	207	0.7500	$155.25	$290,596.15
			subtotal:	**$235.25**	**$440,339.74**
	Branch/Night Deposit Services				
9297	Branch Coin Order/Roll	145	0.4000	$58.00	$108,564.10
			subtotal:	**$58.00**	**$108,564.10**
	Cash Vault Services				
13135	VLT Deposit Error	3	4.0000	$12.00	$22,461.54
13136	VLT Currency Dep Full Strap	31	0.4800	$14.88	$27,852.31
13148	VLT Currency Dep Loose Bill	24,420	0.0200	$488.40	$914,184.61
12085	Deposit Receipt Email	15	0.0000	$0.00	$0.00
			subtotal:	**$515.28**	**$964,498.46**
	Controlled Payment Services				
33271	Controlled Payment-Mth Maint	4	50.0000	$200.00	$374,358.97
33269	Control Payment-Checks Paid	1,289	0.0800	$103.12	$193,019.49
33307	CPR Auto D/T To Bank/Tran	14	5.0000	$70.00	$131,025.64
33308	CPR Auto D/T To Bank/Rcrd	1,398	0.0000	$0.00	$0.00
			subtotal:	**$373.12**	**$698,404.10**
	ARP Services				
63455	Partial Recon - Base Fee	4	10.0000	$40.00	$74,871.79
63528	Basic Positive Pay - Base	11	10.0000	$110.00	$205,897.44
			subtotal:	**$150.00**	**$280,769.23**
	Image Delivery Services				
40381	CD-ROM Premium CD	5	15.0000	$75.00	$140,384.61
40383	CD ROM Images Per Item	1,598	0.0400	$63.92	$119,645.13
			subtotal:	**$138.92**	**$260,029.74**
	ACH Services				
48439	ACH Monthly Maintenance	4	10.0000	$40.00	$74,871.79
48447	ACH File Transmissions, Self	24	7.0000	$168.00	$314,461.54
48457	Consumer PPD Debits Originated	6,577	0.0400	$263.08	$492,431.79
48458	Consumer PPD Credits Originated	3,785	0.0400	$151.40	$283,389.74
48383	ACH Return Item	10	1.0000	$10.00	$18,717.95
48384	ACH NOC Item	4	0.5000	$2.00	$3,743.59
48450	OTM ACH Pass-Thru File	5	5.0000	$25.00	$46,794.87
73402	OTM ACH Batch Processing Fee	9	6.0000	$54.00	$101,076.92
73405	OTM ACH Addenda Originated	18	0.0200	$0.36	$673.85
73408	OTM ACH Corp Pymts Credits Orig	18	0.0500	$0.90	$1,684.61
73401	OTM ACH Coll Appl Mthly Fee	1	0.0000	$0.00	$0.00
			subtotal:	**$714.74**	**$1,337,846.65**
	ACH Fraud Control				
54370	ACH Fraud Cntrl Monthly Maint	16	5.0000	$80.00	$149,743.59
			subtotal:	**$80.00**	**$149,743.59**

Services Provided For This Period		Volume	Unit Price	Svc Charges	Bal Required
	TTAX Plus				
57266	TTAX Tax Maintenance	2	35.0000	$70.00	$131,025.64
57268	TTAX Tax Payment Per Item	4	4.5000	$18.00	$33,692.31
			subtotal:	**$88.00**	**$164,717.95**
	EDI Services				
78960	EDI Transl Reprt OTM & Courier [1-1]	1	3.0000	$3.00	$5,615.38
78960	EDI Transl Reprt OTM & Courier [2+]	5	3.0000	$15.00	$28,076.92
			subtotal:	**$18.00**	**$33,692.30**
	Wire Transfer Services				
45320	Wire Trsf Monthly Maint/Acct	11	5.0000	$55.00	$102,948.72
73504	W/T Out Rep (OTM PC Wire)	2	5.0000	$10.00	$18,717.95
45343	W/T Incoming	8	6.0000	$48.00	$89,846.15
			subtotal:	**$113.00**	**$211,512.82**
	Lockbox Services				
18530	LBX Maintenance - Monthly	1	150.0000	$150.00	$280,769.23
18582	LBX Lockbox Deposits	44	0.7500	$33.00	$61,769.23
18556	LBX Rejected Items	8	0.2250	$1.80	$3,369.23
18594	LBX Non-Remit Mail/No Check	357	0.2600	$92.82	$173,740.00
21544	MLBX Special Handling	1,530	0.1650	$252.45	$472,534.61
18600	LBX Credit Card Fixed	1	125.0000	$125.00	$233,974.36
18601	LBX Credit Card Avs-Item	61	0.6000	$36.60	$68,507.69
18514	IMG LBX Items Scanned	4,807	0.0500	$240.35	$449,885.90
18637	IMG LBX Doc IMG Remitter Table	1	100.0000	$100.00	$187,179.49
18650	Image Batch Dow nload	6	1.0000	$6.00	$11,230.77
18517	IMG LBX CD ROM	1	45.0000	$45.00	$84,230.77
18519	Non Financial Nce Image Maint	1	50.0000	$50.00	$93,589.74
18750	WLBX Standard Item	1,530	0.3200	$489.60	$916,430.77
18528	IMG LBX Items Archived 90 Days	6,337	0.0100	$63.37	$118,615.64
			subtotal:	**$1,685.99**	**$3,155,827.43**
	Online Treasury Manager				
73254	OTM/OLC Maintenance Fee	1	60.0000	$60.00	$112,307.69
73256	OTM/OLC Prior Day Serv/Pr Mnth	1	20.0000	$20.00	$37,435.90
73258	OTM/OLC Prior Day Per Ac Maint	16	5.0000	$80.00	$149,743.59
73260	OTM/OLC Prior Day Per Item Dtl	3,537	0.0200	$70.74	$132,410.77
73262	OTM/OLC Cur Day Serv/Per Mnth	1	25.0000	$25.00	$46,794.87
73264	OTM/OLC Cur Day Per Acct Maint	16	5.0000	$80.00	$149,743.59
73266	OTM/OLC Cur Day Per Item Dtl	1,449	0.0300	$43.47	$81,366.92
73268	OTM/OLC Special Rpt Mnth Maint	1	0.0000	$0.00	$0.00
73270	OTM/OLC ACH-EDI/Per Rpt	20	0.5000	$10.00	$18,717.95
73272	OTM/OLC CAR Report/Per Rpt	16	0.5000	$8.00	$14,974.36
73279	OTM/OLC CPR-Rpt(S)/Per Rpt	40	0.5000	$20.00	$37,435.90
73280	Stop Service/Per Month	1	0.0000	$0.00	$0.00
73282	Stop Payment/Per Stop	1	0.0000	$0.00	$0.00
73284	ACH Service/Per Month	1	15.0000	$15.00	$28,076.92
73286	Acct Transfer/Per Transfer	77	0.5000	$38.50	$72,064.10
73290	Wire Service/Per Month	1	15.0000	$15.00	$28,076.92
73294	Image Item Retrieval/Per Image	19	0.0500	$0.95	$1,778.20
			subtotal:	**$486.66**	**$910,927.68**
	Online Courier				
73297	OLC DDA Statement	16	1.0000	$16.00	$29,948.72
			subtotal:	**$16.00**	**$29,948.72**
	International Services				
84131	International Items Deposited	2	2.0000	$4.00	$7,487.18

Services Provided For This Period	Volume	Unit Price	Svc Charges	Bal Required
		subtotal:	$4.00	$7,487.18
		Total:	$6,558.10	$12,275,417.90

SUNTRUST

Lisa Hayes
Senior Vice President
Relationship Manager

SunTrust Bank
76 South Laura Street
Jacksonville, Florida 32202
Phone: (904) 632-2876
Email: lisa.hayes@suntrust.com

August 11th, 2017

Marion County Clerk of the Circuit Court and Comptroller
110 NW 1st Ave
Ocala, FL 34475

Dear Mr. Ellspermann:

SunTrust Bank is pleased to submit the enclosed proposal for comprehensive, high-quality banking services for Marion County Clerk of the Circuit Court and Comptroller & Board of County Commissioners (Marion County). The proposal has been developed through review of current government contracts across the state of Florida and in depth review with Marion County itself. On behalf of our organization, thank you for allowing us to continue to work with Marion County.

We are confident that the SunTrust Team will continue to deliver to Marion County the best in service, quality, and value. A strong heritage of industry recognition reflects SunTrust's commitment to helping you meet your goals. Our partnership with Marion County will strive to continue to improve and automate your treasury process and provide recommendations of advanced technologies to deliver greater efficiencies and maximize working capital.

Following are some of the notes of the agreement:

- Earnings Credit Rate of 0.65% and Interest Rate 0.50% in an Advantage NOW account.
- Competitive Pricing and Earnings Credit Rate, attached will be effective September 1st 2017 and be good through August 31st 2022.

SunTrust is dedicated to servicing Marion County's banking needs. On behalf of SunTrust Bank, thank you for the opportunity to continue to work with you. We look forward to expanding our relationship and meeting the financial services needs in support of Marion County for many more years to come.

Sincerely,

Lisa Hayes, Senior Vice President
Relationship Manager

Nick Ferrer, Vice President
Treasury Sales Officer

Attached:

Master Agreement
Fee Schedule
Terms and Conditions
Rules and Regulations

SUNTRUST

TREASURY MANAGEMENT MASTER AGREEMENT

1. Introduction. Throughout this master agreement, SunTrust Bank is referred to as "we," "us", "our," or "the bank". The various treasury management services described in our treasury management terms and conditions (defined below) are referred to as the "services". This master agreement, the treasury management terms and conditions, and the other documents defined below are together referred to as the "agreement". The entity using our services is referred to as "client", "customer", "you" or "your". Each individual identified in any resolution or other similar document that we accept from you who is authorized to enter into agreements such as this master agreement on your behalf is referred to as your "authorized signer". Each authorized signer is also authorized to give us instructions related to the services.

The authorized signer who signs this agreement represents and warrants that you have legal capacity to execute and perform the agreement and that any actions required by your organizational documents or governance procedures to enter into and perform the agreement have been taken. The agreement is a legally binding contract that can only be changed by the means specified in it. By accepting services from us you agree that you are bound to the terms and conditions of the agreement.

2. Organization of Agreement. The agreement is made up of the documents described below. If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that issue in the order set forth from top to bottom below.

The documents and their purposes are:

(a) The Treasury Management Terms and Conditions. Our treasury management terms and conditions contains a general terms and conditions section that applies to all services, and a second section that describes the specific terms and conditions that apply to each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: *www.suntrust.com/treasuryterms*. By accepting services from us, you are charged with notice of the treasury management terms and conditions and, at all times while you are receiving services, you agree that you are bound by its then current content posted on the website, subject to your right to receive notice of changes to it as specified in Section 3 of this master agreement.

(b) The Master Agreement. This master agreement describes the structure of the agreement and sets forth some of the basic contractual provisions relating to use of the services.

(c) Ancillary Implementation Agreements. Certain services can pose higher risks to you and to the bank and lead to disputes between you and us. Therefore we may, in our discretion, require that your authorized signers confirm a request to receive such services and the operational details related to such request by executing an Ancillary Implementation Agreement ("AIA"). Examples of AIAs include AIAs relating to funds transfer ("wire") and Automated Clearing House ("ACH") services. Any required AIA will be provided at the time we implement a service that requires one. We will not implement the relevant service until the required AIA is executed and returned to us by one of your authorized signers.

(d) Service Confirmations. A service confirmation is a document that is sent to your authorized signer(s) during the implementation process. It memorializes instructions you have given us regarding our implementation of a service for you, such as the account(s) linked to that service, the authorized users for that service, and the options you have selected for that service. Not all services you request will result in the transmission of a service confirmation to you at the time the service is implemented, but when a service confirmation is generated it will be sent by e-mail. The facts and details we provide in each service confirmation are deemed accurate as of the time you commence using the applicable service and at all times thereafter unless you notify us of any discrepancies or inaccuracies before you begin using the service. A service confirmation may also be sent when we modify or add a service at your request where your request reflects a change to instructions that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions).

(e) Online Services and Software Materials. Where software is used in connection with a service, we grant you a nonexclusive, nontransferable, limited license or sublicense to use such software solely in connection with and while receiving that service. A separate license agreement (in the form of a "shrink wrap" or "click wrap" agreement with us or a third party vendor) may be required and there may also be a user manual for the software or certain online services. The software and those other items constitute "software materials". Any license agreement, online terms, and/or user manual sets forth the terms and conditions relating to use of those online services and software materials as well as important instructions and requirements for their use.

(f) Implementation/Setup Forms. An implementation/setup form is a document used by the bank to capture additional information and instructions you may give us with respect to a particular service, such as the billing account for the service, contact information and information reporting preferences specified by you. These forms are not sent to you to review. However, absent a finding of manifest error on the part of the bank in creating such forms in the ordinary course of providing the services to you, the content of such forms will be deemed accurate and correct.

(g) Deposit Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts. The rules and regulations shall continue to apply to and govern the terms of your deposit accounts.

(h) The Delegation of Authority. Use of a delegation of authority is optional. By using one, your authorized signers give other individuals within your company ("delegates") certain authority with respect to all the services you receive or some sub-set of those services as specified in the delegation of authority. If a delegation of authority is used, a delegate has the authority conferred by such delegation for such services until that authority is revoked by one of your authorized signers. Such delegated powers include the power to receive and respond to service confirmations, execute AIAs when required, and to otherwise provide us instructions in the same manner as an authorized signer. Such powers are subject to the same conditions as stated herein when the bank interacts with an authorized signer in matters related to AIAs, service confirmations, new services, modifications to existing services or removal of services.

3. Amendments to Agreements. We may add to, change or delete provisions in this master agreement, the general terms and conditions, or terms and conditions for any individual service in our discretion. We will attempt to give an authorized signer at least 30 calendar days' prior notice of these changes. It is your obligation to maintain up-to-date contact information with us at all times. If you continue to use a service after any modification becomes effective, you are bound by such modification. If a modification is required by applicable law, clearing house rules or funds transfer system rules, or if we

believe the change is necessary to preserve the security or integrity of the systems that we use in providing any service, or to protect the bank or you from risk of immediate, significant loss, we may give you (and all customers impacted by that change) notice of the modification promptly after we make it. In such case, you are bound by the modification as of the date you receive notice of it unless you terminate your use of the relevant service(s) within a reasonable period of time after you receive our notice. We may modify the terms of the software materials or the deposit rules and regulations by following the procedures set forth in those documents.

4. New Services. When we implement a new service for you, we may create an AIA or a service confirmation for that new service. As noted in the definition of an AIA, if the service requires an AIA, you may not use that service until you have executed and returned the AIA. However, any service confirmation we send will be deemed accurate and correct as of the time you begin using the service. You do not need to contact us when you receive the service confirmation unless you notice errors in it, in which case you must notify us of such errors before you begin using the service. For any new service, you must also successfully complete any testing or training we may require for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service. However, if we do provide it before you have satisfied all required conditions, you agree to be bound by the terms of the agreement relating to that service including the general terms and conditions, the terms and conditions for that new service, and the specifications stated in any service confirmation that you did not dispute prior to your use of the new service.

5. Modifications to Existing Services and Changes to Your Setup. If we agree to change our implementation of a service for you in response to your instructions and those instructions are of the type that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions) at the time of initial implementation of the service, we may send or otherwise make a new service confirmation reflecting those instructions available to you. If the change impacts information that should be captured on an AIA, we will send a new AIA to your authorized signer, and the change will not take effect until an authorized signer has executed and returned the new AIA to us. You must also successfully complete any required testing or training for the change. We may, in our discretion, accept written instructions we deem acceptable as sufficient record from an authorized signer to memorialize the request to remove a service or make a change to a service. At our election and in our discretion, we may accept telephonic instructions for changes to a service or removal of service from an authorized signer on a recorded line. However, we may, in our discretion, refuse to accept letters, e-mails or other forms of communications containing requests to change prior instructions or remove services if we deem the information provided in such communications to be insufficient, or we question the source of any such information or the authority of the individual making the request, or for any other reason that we, in good faith, believe will protect you or us from a significant loss.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. In addition, you agree that, when you receive a service confirmation as an attachment to an e-mail message, (a) you will be deemed to have confirmed that the content of that service confirmation is correct if we do not receive a prompt response informing us of any inaccuracy in the service confirmation, and (b) you will be deemed to have accepted the service in conformity with the implementation details specified in that service confirmation, including any account numbers listed therein and any persons listed therein who are identified as having authority to use the specified services and access the relevant accounts. It is your responsibility to provide us accurate e-mail contact information for your authorized signers and to notify us of any changes to that information so that we can communicate important information to them.

7. Signature. This master agreement may be delivered to us by giving the signed original of it to your treasury management contact or sending it by facsimile or e-mail attachment. It may also be transmitted by any electronic signature process we specifically adopt and accept for this purpose. The individual signing this agreement represents and warrants that he or she is, in fact, one of your authorized signers. This master agreement and the comprehensive agreement it describes completely replaces any prior agreements you may have with us with respect to the services or the subject matter referred to herein. However, any previous instructions you have given us while those prior agreements were in effect continue to be effective until replaced or deleted in accordance with the agreement including through a service confirmation, an AIA, or other written instruction provided by you that is acceptable to us.

IN WITNESS WHEREOF, client has executed this master agreement as of the date set forth below.

Client Name:	Marion County Board of County Commissioners & Clerk of the Circuit Court and Comptroller
Authorized Signer:	
Print Name:	David R. Ellspermann
Print Title:	Clerk of Circuit Court and Comptroller
Date:	8/11/17

Rebecca Bowman

From: Sonja Hamilton
Sent: Tuesday, October 16, 2018 11:56 AM
To: Rebecca Bowman
Subject: SunTrust Bank contract information
Attachments: SunTrust-Marion County Signed Letter.pdf; Marion County Fee Schedule 2017-2022_1.pdf; SunTrust-TMMA_1.pdf

Rebecca,

Just letting you know I received the SunTrust contract documents and approval to piggyback (see below) from Marion County.

--Sonja

Sonja Hamilton

Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I shamilton@cocoafl.org
Fax: (321) 433-8860

From: Michael Adams <Mike@marioncountyclerk.org>
Sent: Monday, October 15, 2018 8:16 AM
To: Sonja Hamilton <shamilton@cocoafl.org>
Subject: RE: Bank contract information

The City of Cocoa may piggyback off Marion County's banking agreement with SunTrust bank signed August 11th, 2017 for the term of five(5) years. effective September 1st, 2017 through August 31st, 2022.

Thanks,

Michael R. Adams, CPA, CGFO
Senior Accountant, Treasury Coordinator
David R. Ellspermann, Clerk of the Circuit Court and Comptroller
Finance Department
Ph 352-671-5521
Fx 352-671-5519
mike@marioncountyclerk.org

>>> Sonja Hamilton <shamilton@cocoafl.org> 10/12/2018 04:45 PM >>>
Happy Friday, Mike,

Would you please send the new contract and grant the City of Cocoa permission to piggyback (or direct me to where approval is explicit in the contract documents)? Thank you very much.

Have a great weekend!

Sonja Hamilton
Purchasing & Contracts Manager
65 Stone St., Cocoa, FL 32922
(321) 433-8833 I
shamilton@cocoafl.org
Fax: (321) 433-8860

Serving our Community with PRIDE!

Stay Connected: www.cocoafl.org

From: Michael Adams <Mike@marioncountyclerk.org>
Sent: Monday, October 08, 2018 4:08 PM
To: Sonja Hamilton <shamilton@cocoafl.org>
Cc: John Garri <John@marioncountyclerk.org>
Subject: Bank contract information

Sonja,

Marion County renewed its banking relationship with SunTrust Bank in August 2017 for a term of 5 years. Market analysis was completed with the assistance of PFM Asset Management, LLC. Using the analysis, Pricing, Earnings Credit Rate, and Interest Rates were negotiated and agreed to. Attached are the documents comprising the new agreement with SunTrust Bank. Let me know if you need anything else or have any questions.

Sincerely,

Michael R. Adams, CPA, CGFO
Senior Accountant, Treasury Coordinator
David R. Ellspermann, Clerk of the Circuit Court and Comptroller
Finance Department
Ph 352-671-5521
Fx 352-671-5519
mike@marioncountyclerk.org

SUNTRUST

Brian S. Orth
Senior Vice President

200 S. Orange Avenue, Suite 600
Orlando, Florida 32828
Tel 407-237-6764
Brian.orth@suntrust.com

November 26, 2018

Rebecca Roberts
Finance Director
City of Cocoa
65 Stone St.
Cocoa, FL 32922

RE: Marion County Mirrored Banking Solution

Dear Mrs. Bowman

SunTrust Bank (the "Bank") is pleased to offer the City of Cocoa ("Cocoa" or the "City") an extension of the banking services between the City of Cocoa and SunTrust Bank. This extension of banking covers a multi-year period, expiring August 31, 2022 and is based on an executed extension with Marion County Clerk of Circuit Court and Comptroller and Board of County Commissioners ("Marion County" and in regard to the extension of banking services, the "Marion County Extension"). Under terms of the Marion County Extension, the City will earn interest of 65 bps or 0.65%, applied to the compensating balance. For balances above the compensating / target balance, SunTrust will pay an interest rate of 50bps or .50%. The aforementioned rates will be considered the floor for the duration of the Agreement. Service prices will match those in the Marion County Extension.

No change is needed to the Treasury Management Master Agreement, already on file with SunTrust. A signed or email approval from the City Manager or Finance Director of this letter is sufficient to effect this change on behalf of SunTrust and the City. ma

Thank you for the years of shared business. We look forward to continuing to strategize with your team to structure innovative solutions to best position the City for the ever changing business and economic landscape with which we are faced.

Yours sincerely,

Brian S. Orth
Senior Vice President
Government Banking
SunTrust Bank

Authorized Signer:

_____

Legislation Details (With Text)

File #:	18-605	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Multi-Year Contract	
File created:	11/17/2018		**In control:**	City Council	
On agenda:	11/28/2018		**Final action:**		
Title:	Approval of a multi-year contract with Integrity Public Finance Consulting LLC for arbitrage calculation and related Budget Adjustment Forms # 2019-XXX and 2019-XXX utilizing contingency reserves. Also request approval for the Mayor to execute said agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2019.pdf BAF-FN-Arbitrage Calcs-Fund 001 (12-1218)-FY19 Budget Resolution FY 2019.pdf BAF-FN-Arbitrage Calcs-Fund 421 (12-12-18)-FY19 City of Cocoa Revised Eng Ltr (01423307) Unexecuted.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 17, 2018
Agenda Date: November 28, 2018
Prepared By: Rebecca Bowman, Finance Director, MBA, CGFO, CGFM
Through: John Titkanich, City Manager
Requested Action:
Approval of a multi-year contract with Integrity Public Finance Consulting LLC for arbitrage calculation and related Budget Adjustment Forms # 2019-XXX and 2019-XXX utilizing contingency reserves. Also request approval for the Mayor to execute said agreement.

BACKGROUND:

The City of Cocoa has issued tax-exempt bond debt to finance various capital projects. As part of the debt issuances, the City must file a form 8038-G with the Internal Revenue Service (IRS) to establish that each bond issue is tax-exempt. The City then invests the proceeds of the bond issuances in order to earn interest until the cash is needed to pay for bond-funded projects. If the City earns more interest on the investments that the amount that it has to pay to tax-exempt bondholders, it becomes subject to an arbitrage rebate, where it has to remit the excess earnings to the IRS. An arbitrage rebate is required to be calculated each year that the bond proceeds are invested. This calculation determines how much, if any, amount earned in excess of what is allowed for the Bonds under Sec 148(f)(2) of the IRS Code of 1986, as amended.

Staff obtained quotes from Integrity Public Finance Consulting LLC, Dunlap & Associates and

Arbitrage Compliance Specialists for this service and is recommending that the City utilize the services of Integrity Public Finance Consulting LLC. This company is a wholly-owned subsidiary of Bryant Miller Olive P.A., who is the City's bond counsel. As such, Integrity already has ready access to much of the documentation that will be needed to perform the arbitrage calculations. The scope of service includes preparation of a Rebate Report for the Bonds containing detailed schedules supporting the computation of the Rebate Amount, if any, computed in accordance with the Code and related regulations. They will also complete the Internal Revenue Service Form 8038-T and filing instructions if any arbitrage remittance is due to the IRS. The agreement presented is for a five year term, beginning upon approval, for FY19 to FY23. The costs per year are shown below. FY19 includes a cost for setup of $2,500. Bonds issued from 1999 to the current bonds issued in 2018 are subject to the arbitrage calculation.

STRATEGIC PLAN CONNECTION:

Goal 1: Maintain long term fiscal sustainability.

BUDGETARY IMPACT:

Increase:
Amount Requested $26,000
Account Number 421-4010-536.31-00_
Account Name Professional Services

Decrease:
Amount Requested $26,000
Account Number 421-4010-536.39-00_
Account Name Contingency Reserve

Increase:
Amount Requested $10,000 ($1,500 was budgeted in FY19)
Account Number 001-1600-513.31-00_
Account Name Professional Services__

Decrease:
Amount Requested $10,000
Account Number 001-1600-513.39-00_
Account Name Contingency Reserve

Source of Funds: ____State Revolving Loan
_____ Other Loan Source:_
_____ Grant Source:_
_____ Bond:_
__X__ Reserves Source:_
_____ Transfer Acct #:_

Costs are as Follows:

FY19: $37,500
FY20: $10,575
FY21: $ 8,275
FY22: $8,275
FY23: $6,225

PREVIOUS ACTION:

Enter text here

RECOMMENDED MOTION:

Enter text here, same as Requested Action

RESOLUTION NO. 2018-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 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 28th day of November, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6795039&GUID=D6FF4350-0E0F-4E54-B6AA-CB76424D10B8* is a secure document that has been embedded in this document. Double click the pushpin to view.



RESOLUTION NO. 2018-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AMENDING THE CITY OF COCOA BUDGET FOR FISCAL YEAR 2019; 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, 2018, and ending on September 30, 2019, at a Special meeting held on September 13, 2018; 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 2018-2019 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 28th day of November, 2018.

_____
Jake Williams, Jr., Mayor

ATTEST:

_____
Carie Shealy, MMC, City Clerk

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=6795040&GUID=3A5A83E6-2777-407A-AA44-554F3A6E09A4* is a secure document that has been embedded in this document. Double click the pushpin to view.



INTEGRITY | Public Finance Consulting

111 Riverside Avenue, Suite 200
Jacksonville, Florida 32202
T: 904.652.0790
F: 904.388.2986
www.integritypfc.com

November 26, 2018

Mrs. Rebecca Bowman
Director of Finance
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Dear Mrs. Bowman:

This agreement, including Exhibits (collectively, the "Agreement"), sets forth the terms and conditions under which Integrity Public Finance Consulting LLC ("we" or "Integrity") will perform certain services described herein (the "Services") and work for the City of Cocoa, Florida ("you" or "Client") as they relate to your bonds listed on Exhibit A (the "Bonds").

I. Scope of Services – Arbitrage Rebate

Integrity will in performance of the Services prepare a computation to determine the required rebate, if any, to the United States of amounts earned in excess of what is allowed for the Bonds (the "Rebate Amount") under §148(f)(2) of the Internal Revenue Code of 1986, as amended (the "Code"). The Rebate Amount is the excess of the amount earned on all nonpurpose investments purchased with gross proceeds of the Bonds over the amount that would have been earned if such investments were invested at the yield on the issue.

The scope of the Service will include preparation of a "Rebate Report" for the Bonds containing detailed schedules supporting the computation of the Rebate Amount, if any, computed in accordance with the Code and related regulations (the "Arbitrage Regulations"). Additionally, if a remittance is due, a completed Internal Revenue Service Form 8038-T and filing instructions will be provided.

The ability of Integrity to perform the Services depends on the Client timely providing, or causing to be provided timely to Integrity, all data, information and resources reasonably required by Integrity to perform the Services. All such data and information shall be true, correct and complete in all material respects and not omit any material fact necessary to make any other data or information provided to Integrity not false or misleading. The Services and any other work shall be based solely upon such data, which identifies specific amounts subject to rebate. Integrity may rely on all such data and information. Integrity will not evaluate, nor will it have any responsibility to verify independently, the accuracy or completeness thereof or the sufficiency of such data and information for the Client's purposes.

In preparing the calculations of the Rebate Amount, Integrity will review applicable accounts to determine if they hold gross proceeds of the Bonds subject to rebate. As part of this review, we will determine if certain gross proceeds qualify for exemption from the rebate requirements. Specifically, we will determine if gross proceeds qualify for any of the Spending Exceptions under the Arbitrage Regulations, and we will determine if the Debt Service Fund constitutes a "bona fide debt service fund", as such term is defined in the Arbitrage Regulations. If the Debt Service Fund fails to meet the "bona fide debt service fund" requirements, the investment of amounts in the Debt Service Fund must be included in the calculation of the Rebate Amount. This will require work outside the scope of the Services, and, as described in the Fees and Expenses section of this Agreement, an additional fee will be charged for

calculations involving Debt Service Funds that do not constitute “bona fide debt service funds”. Once the applicable funds are identified, we will review cash flows from investments which were purchased with gross proceeds of the Bonds held in the applicable accounts. As prescribed by the Arbitrage Regulations, the includable cash flows are future valued to a date selected by Client (the “Computation Date”) using the yield on the Bonds to determine the Rebate Amount. Applicable computation credits permitted by the Arbitrage Regulations are also included in the computations.

II. No Coordination with Private Activity Regulations

The purpose of our engagement and scope of Services is to determine the Rebate Amount pursuant to the Code. Sections 141-147 of the Code and related regulations set forth requirements with respect to the amount of bond proceeds that may be used for the benefit of a private person or entity. Treasury Regulations Section 1.141-6(a) requires that allocations of expenditures of bond proceeds for purposes of computing the Rebate Amount must be the same as the allocations of expenditures used to test the private use of projects financed with proceeds of the Bonds.

For purposes of calculating the Rebate Amount, our calculations assume that the allocations of expenditures of the Bond proceeds as provided to us by you are the same for both purposes of Sections 141-147 and Section 148 of the Code. The scope of Services does not include procedures to analyze the private use limitations associated with the Bonds.

III. Fees and Expenses

Our base fees to prepare the rebate computations for the Bonds will be per Analysis Period as set forth in Exhibit A. A "Bond Year" represents a one-year period from the delivery date of the Bonds and each subsequent anniversary date of the delivery of the Bonds or shorter period if selected by the issuer. An additional amount equal to 5% of our fees will also be charged for administrative expenses. The Client’s obligation to pay Integrity’s fees and expenses is not contingent upon the results of the Services. An invoice will be issued at the time the completed Rebate Report is sent to you and is payable upon receipt.

If you request changes to the scope of the Services or if changes are required by then applicable law, regulation or professional requirements, schedule delays or other events beyond Integrity’s reasonable control, but without its fault or negligence (collectively, "Change Events"), the parties shall equitably adjust Integrity’s fees and/or timing of performance for the Services. A party shall be excused from default or delay in the performance of its obligations under this Agreement (other than payment obligations) to the extent caused by one or more Change Events.

If Integrity is required by government regulation, subpoena, or other legal process to produce documents or personnel as witnesses with respect to the Services or this Agreement, the Client shall, so long as Integrity is not a party to the proceeding in which the information is sought, reimburse Integrity for its professional time and expenses, as well as reasonable attorneys’ fees and expenses, including the allocable cost of in-house counsel, incurred in responding to such requests.

To the extent data provided by Client does not specifically identify amounts subject to rebate, or the yield on the Bonds is not computed under Section 1.148-4(b) of the Arbitrage Regulations for fixed yield issues, certain additional services (the “Additional Services”) may be required. Additional fees will be charged for such Additional Services, as described below, at a rate of $500.00 per additional service per Bond Year. Additional Services include, but are not limited to: (1) allocations required for bond proceeds invested in commingled funds, (2) calculations related to the universal cap rules, (3) transferred proceeds calculations due to refunding transactions, (4) variable rate yield computations, and (5) computations relating to qualified hedges. If gross proceeds are subject to the yield restriction requirements of the

Code and Arbitrage Regulations or computations for purposes of a delinquent IRS filing are required (so long Integrity has no fault in the delinquency), additional fees to be determined at the time of service may also apply.

Integrity relies upon data provided by the Client in the performance of its computations. Fees quoted herein for the Services or quoted for other work assume that all necessary data is well documented, organized and provided in a timely manner. If data transmission or documentation results in inefficiencies or the unanticipated or excessive use of resources, additional fees and expenses may be charged. Integrity will discuss these additional fees and expenses with the Client prior to their being billed.

IV. Term of the Agreement

This Agreement will commence on the date hereof and have a term of five years, which will be extended at each anniversary date of this Agreement for one year unless a party gives notice of an intent not to extend the term. This Agreement may be terminated by either party with 30 days written notice to the other party with or without cause. Termination shall not cancel provisions hereof relating to dispute resolution, limitation of liability, notice, indemnity or relieve a party of accrued liabilities. The Client shall pay for work-in-progress, completed Services and expenses incurred by Integrity through the effective date of any termination.

V. Indemnity

Subject to the limitations of Section 768.28, Florida Statutes, the Client shall indemnify and hold harmless Integrity and their respective assignees, subcontractors, members, shareholders, directors, officers, managers, partners, employees, agents and consultants (collectively, "Indemnities"), from and against all claims and causes of action, pending or threatened, of any kind (whether based on contract, tort or otherwise) by third parties, including any affiliate of the Client, related to or arising out of the Client's failure to provide timely, accurate and complete information and resources as necessary for Integrity to perform the Services in accordance herewith (collectively, "Claims").

Integrity shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suitor cause action, alleging that the Integrity products or services as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of Integrity are subject to the requirements that Client shall take all reasonable steps to mitigate any potential damages which may result and Client shall promptly notify Integrity of any and all such suits and causes of action.

Integrity agrees to assume liability for and indemnify, hold harmless, and defend the Client, its elected officials, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Integrity, its officers, employees, agents, and representatives. Integrity's liability hereunder shall include all attorney's fees and costs incurred by the Client in the enforcement of this indemnification provision.

VI. Limitation of Liability

To the fullest extent permitted by applicable law, the total aggregate liability of Integrity under this Agreement shall be limited to the limits of Integrity's professional liability insurance. The Client, and not

Integrity, shall be responsible for paying the correct Rebate Amount due and any penalty and/or interest imposed on the Client not resulting from a proven error, as determined by the Internal Revenue Service, by Integrity.

Integrity and Client each acknowledges and agrees that neither party will, in any event, be liable to the other, for any reason, for any consequential, incidental, indirect, special, punitive, exemplary or indirect damages, including, without limitation, loss of profits, revenue, data, use of money or business opportunities, regardless of whether notice has been given or there is an awareness that such damages have been or may be incurred.

VII. Technical Elements

In performing the Services and work, Integrity may use certain data, tools, models, methodologies, programs, applications, systems, analysis frameworks, practices, and specifications developed or used by Integrity or its licensors, or to which Integrity otherwise has rights, including enhancements and improvements developed in the course of performing the Services and work (collectively, "Technical Elements"). The Client shall have no rights in or to the Technical Elements, except with respect to Technical Elements owned by Integrity solely to the extent necessary for the Client to use the Rebate Reports as permitted by this Agreement. Integrity retains all right to use its knowledge, experience and know-how, including the Technical Elements, in providing services to other clients.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it.

VIII. Insurance

Without limiting any of the other obligations or liabilities of Integrity, Integrity shall, at its sole expense, procure, maintain and keep in force adequate amounts and types of insurance conforming to the minimum requirements set forth below. The insurance shall become effective prior to the commencement of work by Integrity and shall be maintained in force until final completion. Except for professional liability insurance, the Certificate of Insurance must be made to the Client and should reference the operation and name the Client as an additional insured. Prior to non-renewal, cancellation, or material change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Client. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the Client may carry. The insurance carriers shall have a minimum of A+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. The amounts and types of insurance shall conform to the following minimum requirements:

A. Worker's Compensation. Shall cover Integrity and subcontractors to the fullest extent of the minimum coverage amounts required by law.
B. Commercial General Liability. Minimum limit of $1 Million per occurrence for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense.
C. Commercial Automobile Liability. Minimum limit of $1 Million, covering any auto including owned, non-owned, hired or leased. In the event Integrity owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Integrity to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

D. Professional Liability. Proof of professional liability insurance shall be provided to the Client for the minimum amount of $3,000,000.00 per occurrence and in the aggregate with a deductible not greater than $50,000.00.

Integrity expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Integrity shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Client or its officers, employees, agents and instrumentalities as herein provided.

VIII. Confidential Information

Except as otherwise provided in this Agreement, without the prior written consent of the other party, neither party shall disclose Confidential Information (as defined below) of the other received in connection with the performance of the Services, except where required by law. The recipient shall use the same degree of care that it uses to protect its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. Neither party shall have any obligation under this section with respect to any information that (1) is, at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the recipient in violation of this Agreement, (2) is subsequently learned from a third party that, to the knowledge of the recipient, is not under an obligation of confidentiality to the disclosing party, (3) was known to the recipient at the time of disclosure, as can be demonstrated by contemporaneous written evidence, (4) is generated independently by the recipient without reference to the Confidential Information of the disclosing party, as can be demonstrated by contemporaneous written evidence, or (5) is disclosed pursuant to applicable law, regulation, subpoena, other legal process or professional requirements or in connection with the enforcement of the recipient's rights under this Agreement.

For purposes of this section, Confidential Information shall mean a "trade secret" as defined in Section 812.081, Florida Statutes, and as provided for in Sections 815.04(3) and 815.045, Florida Statutes.

Information relating to the arbitrage rebate calculations we provide to you, including communications between us and material we create in the course of providing that advice, may be privileged and protected from disclosure to the Internal Revenue Service. Should the Internal Revenue Service seek disclosure from us of written or oral communications relating to such advice, we will notify you.

Integrity shall own all work papers prepared by it to document, in accordance with professional obligations, performance of the Services, and it may retain, in confidence, copies of reports and other documents prepared by it. The Rebate Report and other documents delivered by us to you are for your sole use and may not be relied upon by any other person.

Notwithstanding anything contained herein to the contrary, Integrity may transmit information to the Client or its representatives by e-mail, over the Internet. Until the Client specifically instructs Integrity in writing not to transmit information in such manner, any breach of confidentiality that occurs thereby shall not be deemed a breach of Integrity's obligations under this section.

IX. Municipal Advisory Services Not Performed

Under this Agreement Integrity is not acting as a municipal advisor nor does it owe a fiduciary duty to Client pursuant to Section 15B of the Securities Exchange Act of 1934, as amended by Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Under no circumstances will Client request Integrity to provide, and Integrity will not in fact provide or be required to provide, any municipal advisory services pursuant to this Agreement. During the term of the Agreement, Client will cooperate with Integrity to ensure that the Agreement and the services to be provided by Integrity hereunder, are

interpreted by the parties, and if necessary amended, in a manner intended to ensure that Client is not asking Integrity to provide, and Integrity is not in fact providing or required to provide, any municipal advisory services.

X. Additional Matters

The Client represents and warrants to Integrity that its governing body has authorized the Client to enter into, be bound by and perform this Agreement, and the person signing this Agreement for it is expressly authorized to execute it on behalf of, and to bind, the Client.

This Agreement shall be governed by the law of the State of Florida. Venue shall only be properly placed in Brevard County, Florida for state court actions and Orlando, Florida for federal actions. Prior to commencing litigation of a dispute, claim or controversy arising out of, relating to or in connection with the Services, work or this Agreement, a party shall submit a dispute to mediation by written notice to the other party or parties. The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the CPR Institute for Dispute Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties. All communications related thereto shall be treated as a settlement discussion and shall therefore be confidential. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

Integrity will provide the Services and other work to the Client as an independent contractor. Nothing contained in this Agreement shall create an employment or principal-agent relationship or joint venture between Integrity and the Client. Neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.

Integrity is a wholly-owned subsidiary of Bryant Miller Olive P.A., a law firm with its principal office located in Tallahassee, Florida. Notwithstanding the foregoing, Integrity is not engaged in the practice of law and therefore does not provide legal services, advice and representation. The Services and work performed by Integrity do not constitute nor shall be deemed to be the practice of law. The existence of this Agreement does not prevent Client from retaining Bryant Miller Olive P.A. to provide legal services in connection with the Bonds. Moreover, this Agreement does not prevent Bryant Miller Olive P.A. from representing third parties involved in the Bond issue as, including but not limited to, third parties acting as underwriter, trustee, insurer, paying agent, swap counterparty, letter of credit issuers, remarketing agent, or in any other capacity.

None of a party's rights, obligations or claims under or with respect to this Agreement or the Services may be assigned, in whole or in part, by such party without the prior written consent of the other party. The provisions of this Agreement shall operate for the benefit of the parties hereto and not third party, provided that this Agreement may be enforced by, any assignee or subcontractor that is providing any of the Services as permitted hereby.

Notices required or permitted under this Agreement shall be in writing. Notices to the Client shall be sent to the address above and notices to Integrity shall be sent to our office address. Notices will be effective upon delivery in person, by registered mail or recognized overnight courier.

This Agreement constitutes the entire agreement between the Client and Integrity, and supersedes all prior and contemporaneous communications, with respect to the Services and the other matters contemplated by this Agreement. This Agreement may not be modified except in a writing signed by both parties. If any provision of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or part, the other provisions shall remain in full force and effect.

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

IF THE INTEGRITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE INTEGRITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8383, cshealy@cocoafl.org, 65 Stone Street, Cocoa, Florida 32922.

Integrity is required to and agrees to comply with public records laws. Integrity shall keep and maintain all public records required by the Client to perform the services as agreed to herein. Integrity shall provide the Client, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Integrity shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Integrity shall transfer to the Client, at no cost, all public records in possession of the Integrity, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Integrity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Integrity shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the City Clerk, in a format that is compatible with the information technology systems of the Client. Should the Client not possess public records relating to this Agreement which are requested to be inspected or copied by the Client or any other person, the Client shall immediately notify Integrity of the request and the Integrity shall then provide such records to the Client or allow the records to be inspected or copied within a reasonable time. If Integrity does not comply with a public records request, the Client may enforce this Section to the extent permitted by law. Integrity acknowledges that if the Integrity does not provide the public records to the Client within a reasonable time, the Integrity may be subject to penalties under Section 119.10, Florida Statutes. Integrity acknowledges that if a civil action is filed against Integrity to compel production of public records relating to this Agreement, the court may assess and award against Integrity the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of Integrity, be open and freely exhibited to the Client for the purpose of examination, audit, or otherwise. Failure by Integrity to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the Client upon delivery of a written notice of cancellation. If Integrity fails to comply with this Section, and the Client must enforce this Section, or the Client suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Integrity's failure to comply with this Section, the Client shall collect from Integrity prevailing party attorney's fees and costs, and any damages incurred by the Client, for enforcing this

Section against Integrity. And, if applicable, the Client shall also be entitled to reimbursement of all attorneys' fees and damages which the Client had to pay a third party because of the Integrity's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

If the terms of this letter are satisfactory, please sign one copy of this Agreement acknowledging our agreement and return it in the enclosed envelope. We very much appreciate the opportunity to serve you. If you have any questions, please contact Laurie Scott at (904) 652-0790.

Very truly yours,

Integrity Public Finance Consulting

Acknowledged:

City of Cocoa

_____

Signature Date

_____

Printed Name

_____

Title

Exhibit A
Bonds and Fees

REF	Issue Date	Par	Issue Name	Expected 1st Computation Period	Setup Fee 2019	2019	2020	2021	2022	2023
1	2/1/1999	24,430,000	Water and Sewer System Refunding Revenue Bonds, Series 1999	2/1/99-10/1/18	250	6,500				
2	3/19/2003	23,985,000	Water and Sewer System Refunding Revenue Bonds, Series 2003	3/19/03-3/19/18	250	6,500	1,475	1,475	1,475	1,475
3	7/19/2007	11,675,000	Capital Improvement Revenue Bonds, Series 2007	9/30/13-10/1/17	250	500				
4	8/11/2009	22,615,000	Water and Sewer System Refunding Revenue Bonds, Series 2009A&B	8/11/09-8/11/18	250	5,500	1,475			
5	12/7/2010	3,200,000	Capital Improvement and Refunding Revenue Bond, Series 2010	12/7/10-10/7/18	250	3,500	450	450	450	450
6	12/23/2010	24,770,000	Water and Sewer System Revenue Bonds, Series 2010 (BAB) Bonds	12/23/10-10/3/18	250	6,500				
7	11/14/2012	1,250,000	Transportation Improvement Revenue Note, Series 2012	11/14/12-11/14/18	250	500				
8	11/26/2014	2,010,000	Capital Improvement Revenue Note, Series 2014	11/26/14-11/26/18	250	500				
9	11/1/2016	8,865,000	Capital Improvement Refunding Revenue Bonds, Series 2016	11/1/16-11/1/18	250	2,250	450	450	450	450
10	12/20/2016	8,000,000	Fire Protection Assessment Revenue Bonds, Series 2016	12/20/16-12/20/18	250	2,750	1,475	1,475	1,475	1,475
11	2018A-1	21,805,000	Water & Sewer System Taxable Refunding Revenue Bonds, Series 2018A-1	n/a						
12	2018A-2	21,805,000	Water & Sewer System Tax-exempt Refunding Revenue Bonds, Series 2018A-2	7/15/19-7/15/20			1,750	1,475	1,475	1,475
13	2018B	37,540,000	Water & Sewer System Revenue Bonds, Series 2018B	10/3/18-10/3/19			1,750	1,475	1,475	450
14	2018C	20,835,000	Water & Sewer System Refunding Revenue Bonds, Series 2018C	10/3/18-10/3/19			1,750	1,475	1,475	450
15	Future		As requested, per additional bond issue delivered during contract period	TBD	See footnote 15					

Footnotes:

1	Single calculation covers 20 year period. No additional calculations required.
2	Initial calculation covers 15 year period. Recommend annual calculations thereafter. Reserve Fund proceeds expected to be outstanding.
3	Single calculation for the period from the end date of the Prior Vendor Report through 10/1/17 Final Maturity. No additional calculations required. Fee assumes IPFC will rely upon Prior Vendor Report for the period 7/19/07 - 9/30/13. If report may not be relied upon, gross proceeds are confirmed to exist, or analysis is required for the period 7/19/07 - 9/30/13, alternate fees will be quoted and approved prior to execution of engagement.
4	Initial calculation is for 9 year period beginning on closing date. Recommend provision of report covering the life of the issue.
5	Initial calculation covers 8 year period. Fees thereafter assume no proceeds subject to rebate/yield restriction.
6	Single calculation for the 8 year life of the bond issue. No additional calculations required.
7	Fee assumes issue qualifies for exemptions from Rebate and Yield Restriction. Alternate fees commensurate with fees for like issues will be assessed if exemption does not apply.
8	Fee assumes issue qualifies for exemptions from Rebate and Yield Restriction. Alternate fees commensurate with fees for like issues will be assessed if exemption does not apply.
9	Fees assume no gross proceeds after initial computation 11/1/18. Compliance Report provided thereafter.
10	Fees assume Reserve remains outstanding for life of the issue.
11	Assumes bonds are taxable issue with no arbitrage restrictions.
12	FY2020 fee includes $250 setup. Fees thereafter assume Reserve outstanding for the life of the issue. This information is unknown. If there is no Reserve, fees would decrease substantially.
13	FY2020 fee includes $250 setup. Fees thereafter assume no proceeds outstanding after FY2022. Compliance Report provided thereafter.
14	FY2020 fee includes $250 setup. Fees thereafter assume no proceeds outstanding after FY2022. Compliance Report provided thereafter.
15	$250 setup fee initial calculation; annual calculation fee $1,475 - $1,525 (proceeds outstanding) or $450 - $475 (compliance analysis).

Note: Any assumptions which are not a reflection of actual facts may result in fee revisions. Revised fees will be quoted and approved prior to execution of engagement.

Legislation Details (With Text)

File #:	18-558	**Version:**	1	**Name:**	October, 2018 Monthly Purchasing Approval Information
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/1/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 10/31/2018. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PO Monthy Report to City Council 10.01.18 thru 10.31.18.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date:	November 1, 2018
Agenda Date:	November 28, 2018
Prepared By:	Sonja Hamilton, Purchasing/Contracts Manager
Through:	Rebecca Bowman, Finance Director

Requested Action:
Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2018 to 10/31/2018**.**

BACKGROUND:

The following reports for the period October 01, 2018 through October 31, 2018 provide a summary of all the purchases $35,000 and over up to $50,000.

1. Purchases approved by the City Manager or designee.

2. Purchases approved by the CRA Board.

3. Purchases approved by the City Council.

These reports are date/time driven and any differences between the summary and detailed information is a timing issue.

RECOMMENDED MOTION:

powered by Legistar™

None. Information only.

powered by Legistar™



Purchase Order Approvals 10-01-18 thru 10-31-18

$35,000 TO $50,000 Recap Sheet

Total Purchase Orders Issued = 12

City Manager = 4

City of Cocoa CRA Board = 0

City Council = 8

Purchase Order Approvals 10-01-18 thru 10-31-18
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73571	10/23/2018	Verizon Wireless	$ 48,360.00	10/22/2018	Matthew J. Fuhrer (Acting)
73649	10/26/2018	Garganese, Weiss, D'Agresta	$ 35,000.00	10/26/2018	John A. Titkanich, Jr. AICP
73653	10/26/2018	G4S Secure Solutions	$ 49,567.00	10/26/2018	John A. Titkanich, Jr. AICP
73655	10/26/2018	Trane Orlando	$ 45,650.00	10/26/2018	John A. Titkanich, Jr. AICP

4 Purchase Order Approved by City Manager

Purchase Order Approvals 10-01-18 thru 10-31-18
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Prepared by Purchasing 11/1/2018

Purchase Order Approvals 10-01-18 thru 10-31-18
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
73370	10/8/2018	Flowers Chemical Laboratories	$ 41,754.00	9/25/2018	City Council
73401	10/9/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73413	10/10/2018	Moore Stephens Lovelace	$ 40,000.00	7/10/2018	City Council
73448	10/15/2018	Industrial Chemicals	$ 35,200.00	9/25/2018	City Council
73501	10/18/2018	United Self Insured Services	$ 50,000.00	8/22/2017	City Council
73524	10/18/2018	Lisa Cullen Tax Collector	$ 39,600.00	4/28/2018	City Council
73590	10/23/2018	Water Resource Assoc.	$ 49,520.00	11/14/2017	City Council
73648	10/26/2018	Axon Enterprises	$ 49,902.00	10/24/2017	City Council

8 Purchase Order Approved by City Council

Prepared by Purchasing 11/1/2018

Legislation Details (With Text)

File #:	18-581	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/8/2018			**In control:**	City Council
On agenda:	11/28/2018			**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 -Contingency October 2018.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2018
Agenda Date: November 28, 2018
Prepared By: Lora Howell, Deputy Finance Director
Through: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Requested Action:
In accordance with the Financial Operations Manual (FOM) the City Manager shall submit to City Council in the form of an agenda item any approved change orders to construction contracts that the City Council has authorized the City Manager, by resolution, to approve in excess of the City Manager's spending authority.

BACKGROUND:

The attached spreadsheets reference construction projects with a previously authorized "contingency" as of October 31, 2018. The report provides the project number, project description, construction contract cost of project, contingency amount authorized, date of City Council approval, resolution number for authorization of contingency, requisition numbers, and expenditure by fiscal year.

The second line of each project in the third column under "Construction contract not to exceed $" references the contingency amount that the City Council or City Manager, if within his purchasing authority, has approved. The last line of each project provides the remaining balance as of the report date.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Informational Item Only.

Change Orders - CM authorized to execute

applied to contingency

as of: 10/31/2018

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS17CD										
Op. Rev.		119,034.00	10/10/2018	2018-088						
Project Manager:		10,821.00	contingency authorized							
account #	421-4025-536.46-00	108,213.00	exp authorized before contingency				Cumulative			
									$	-
	Brevard County		*FY 19 PO ISSUE*	FY2019	37265	108,213.00	108,213.00	$ 108,213.00		
	Contractor PO# 73493									
		10,821	^contingency balance-->							
	Lift Station 29 Gravity Main									
Op. Rev.		178,739.00	9/25/2018	2018-084						
Project Manager:		16,249.00	contingency authorized							
account #	421-4025-536.46-00	162,490.00	exp authorized before contingency				Cumulative			
									$	-
	Danus Utilities		*FY 19 PO ISSUE*	FY2019			-			
	Contractor PO#									
		16,249	^contingency balance-->							
ES17HI	Shoreline Stabilization									
Op. Rev.		675,000.00	8/14/2018	2018-066						
Project Manager:		59,390.00	contingency authorized							
account #	001-1601-525.63-00	615,610.00	exp authorized before contingency				Cumulative			
									$	12,426.00
	TSI Disaster Recovery		*FY 18 PO ISSUE*	FY2018	36623	47,500.00	47,500.00			
	Contractor PO# 73217		*FY 19 PO Rolled Over*							
		59,390	^contingency balance-->							
WS11VR	Valve Improvements									
Op. Rev.		201,750.12	6/26/2018	2018-014						
Project Manager:		26,315.00	contingency authorized							
account #	421-4025-536.46-00	175,435.12	exp authorized before contingency				Cumulative			
									$	-
	Atlantic Development		*FY 18 PO ISSUE and Canceled Rescheduled*				-			
	Contractor PO# 73010									
		26,315	^contingency balance-->							
WS11VR	Valve Improvements									
Op. Rev.		574,914.93	10/24/2017	2018-014						
Project Manager:		52,265.00	contingency authorized							
account #	421-4025-536.46-00	522,649.93	exp authorized before contingency				Cumulative			
									$	-
	JoBear		*FY 18 PO ISSUE*	FY2018	35607	522,649.93	522,649.93		$	281,519.10
	Contractor PO#72425		*FY 19 PO Rolled Over*							
		52,265	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #	All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS1222	WRF Motor Controls Sellers									
Op. Rev.		2,334,400.20	4/12/2016	2016-37						
Project Manager:		212,218.20	contingency authorized							
account #	421-4120-536-63-00	2,122,182.00	exp authorized before contingency				Cumulative			
	Chinchor Electric Inc PO# 68119/69705/71957		FY16 PO Issue	FY 2016	30162	2,122,182.00	2,122,182.00			$ 1,458,803.25
	B-16-05-COC		*PO 68119 FY16 Year-End PO Liquidation*			(1,938,748.67)	183,433.33			
			FY 2017 PO Issued	FY 2017	32007	1,938,748.67	2,122,182.00			
			CO#1		32212	119,650.85	2,241,832.85			
						(599,596.27)	1,642,236.58			
			FY 18 PO ISSUE	FY2018	34974	599,596.27	2,241,832.85			$ 487,504.63
			CO#1		36463	16,039.41	2,257,872.26			
			FY 19 PO Rolled Over							
		76,528	^contingency balance-->							
WS1001	Industrial Park Pump Station									
Op. Rev.		4,889,500.00	11/25/14, VIII.8	2014-138						
Project Manager:		444,500.00	10% contingency authorized			63-00				
account #421-4055-536.63-00		4,445,000.00	exp authorized before contingency				Cumulative			
	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	v		
	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	v		
			*PO# **67460** to QLH for SDC*		29381	53,001.11	4,575,995.09	v		
	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			
			*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			$ 14,779.95
			PO#69608 Brandes Design-Build (reissue PO#67318)		31980	806,347.80	4,667,012.97			$ 386,032.50
			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			$ 1,300.00
							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			$ -
			PO#71880 Mead & Hunt (reisue PO#70943)		34893	9,984.39	4,667,012.97			$ 4,488.27
			FY 19 PO Rolled Over							
		209,868	^contingency balance-->							

Project #	Project Description + Details	Construction contract not to exceed $	Date Approved	Resolution #	Requisition #	Requisition $ by Account #		All Fiscal Years Cumulative	FY19 Cum.	FY2019 Expenditures	FY2018 Expenditures
WS1222	BNR Process Improvements										
DER restricted + Op.Rev		3,356,475.06	08/13/13 VIII.7	2013-083							
account #421 4120 536 63-00 + 64-00		603,099.13	contingency authorized								
		2,753,375.93	constr' exp authorized before contingency								
				2018-083							
		86,000	7/28/15 VIII. 3. for **Maxwell Contracting**	2015-037							
$5k reimburse check for overpmt of retainage in error - NOT a change order		10,000	contingency authorized for emergency task order								
		76,000	Emergency Task Order authorized ($76k before task order contingency)								
						63-00	64-00	Cumulative		FY19	FY18
Brandes Design-Build, Inc. FY2013 PO# 62086											
Bid No. B-13-11-COC											
Brandes Design-Build, Inc. FY2014 PO# 62605				FY2013	22658	1,250,550.00	1,528,450.00	2,779,000.00	$ 98,983.65		
Brandes Design-Build, Inc. FY2015 PO# 64940			FY13 Year-End PO Liquidation			(1,200,550.00)	(1,528,450.00)		$ 98,983.65		
			FY14 PO Reissue	FY2014	23304	1,200,550.00	1,528,450.00	2,779,000.00			
Brandes Design-Build, Inc. FY2016 PO# 67346			CO #1 Modification to drain lines in BNR tanks		24840	22,776.29		2,801,776.29			
CDM Smith FY2016 PO# 67329 + 67528 + 67529			FY14 Year-End PO Liquidation				(728,344.56)	2,073,431.73			
JoBear Contracting FY2016 PO# 68561			FY15 PO Reissue	FY2015	26276	728,344.56		2,801,776.29			
			CO #2 Exploratory excavation		26423	11,040.00		2,812,816.29			
					26917	10,200.00		2,823,016.29			
Brandes FY2017 PO# 69615 / FY2018 PO#71959			CO #3 Cable Tray		27079	5,978.14		2,828,994.43			
			CO #4 to Remove Sludge		27209	10,000.00		2,838,994.43			
CDM Smith FY17 PO# 69522/69955/69956; FY18 PO#71534			*FY15 Year End PO Liquidation*			(79,836.05)		2,759,158.38			
			FY16 PO Issue	FY2016	29212	79,836.05		2,838,994.43			
Chinchor Electric FY2017 PO#69705					29249	32,800.00		2,871,794.43			
			CO#1		29329	(5,000.00)		2,866,794.43			
			CO#2		29212	4,151.50		2,870,945.93			
			CO#3		29905	5,327.32		2,876,273.25			
			CO#4		30046	(5,327.32)		2,870,945.93			
			Jobear P.O. 68561		30751	100,378.50		2,971,324.43			
			FY16 Liquidated		30751	(83,785.50)		2,887,538.93			
SISCO FY2016 PO# 68047			SISCO PO#68047 EVALUATE/REPAIR 4 ELECTRIC VALVE ACTUATORS		30111	5,085.16		2,892,624.09			$ 5,085.16
			FY16 Year End PO Liquidation			(34,482.06)		2,858,142.03			
			FY17PO#69615 Brandes	FY2017	31932	33,812.06		2,891,954.09	-		$ -
			PO# 69522 CDM Smith		31954	670.00		2,892,624.09	84,072.06		$ 13,906.75
			PO# 69522 CDM Smith		32776	13,250.00		2,905,874.09	84,072.06		$ 58,955.00
						(33,812.06)		2,872,062.03	84,072.06		$ 169,885.00
						(13.25)		2,872,048.78			$ 1,458,803.25
			PO#71534: Reissue PO#69522 CDM Smith	FY2018	34520	13.25		2,872,062.03			
			CO#1 PO#69522 CDM Smith		34650	36,340.00		2,908,402.03	1		$ 34,536.25
			CO#2 CDM SMITH			86,975.40					
			PO#71959: Reissue PO#69615 Brandes Design-Build		34988	33,812.06		2,942,214.09			
			FY 19 PO Rolled Over								
Maxwell Contracting, Inc. FY2015 PO#066365			Task Order 2015-12 to Maxwell Contracting, Inc.		27986	76,000.00		76,000.00			$ -
Emergency - compromise of existing expansion joint						this portion is complete; project is incomplete					
		352,910	^contingency balance--> for Brandes Design-Build								
		10,000	^contingency balance--> for Maxwell Contracting								

Legislation Details (With Text)

File #:	18-582	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Agenda Ready
File created:	11/8/2018			**In control:**	City Council
On agenda:	11/28/2018			**Final action:**	
Title:	FY 2019 Budget Adjustment Report. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	October FY 2019 EXPENSE Budget Tracking Worksheet.pdf October FY 2019 REVENUE Budget Tracking Worksheet.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 8, 2018
Agenda Date: November 28, 2018
Prepared By: Anthony Hagan / Grants Administrator
Through: Rebecca Bowman, MBA, CGFO, CGFM Finance Director
Requested Action:
FY 2019 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 2018 thru October 31, 2018.

STRATEGIC PLAN CONNECTION:

The information contained in this report provides to stakeholders increased transparency related to budget adjustments.

BUDGETARY IMPACT:

None

PREVIOUS ACTION:

None

RECOMMENDED MOTION:
Information Item Only

FY 2019 EXPENSE BUDGET TRACKING WORKSHEET

EXPENSE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
2100 - POLICE ADMIN/OPERATIONS					
10/25/18	001-2100-521.52-00	(742)	BA #9 - PD SYMPHONY CONSL NOTARY RENEW, & INTOXILYZ		267
	001-2100-521.46-00	742			
1 Budget Amendments/Transfers			Division 2100 Total	$0	
2101 - POLICE COMMUNICATIONS					
10/25/18	001-2101-521.34-00	(2,772)	BA #9 - PD SYMPHONY CONSL NOTARY RENEW, & INTOXILYZ		267
	001-2101-521.46-00	2,772			
1 Budget Amendments/Transfers			Division 2101 Total	$0	
2132 - CODE ENFORCEMENT					
10/25/18	001-2132-524.52-00	(85)	BA #9 - PD SYMPHONY CONSL NOTARY RENEW, & INTOXILYZ		267
	001-2132-524.54-00	85			
1 Budget Amendments/Transfers			Division 2132 Total	$0	
3510 - PUBLIC WORKS MAINTENANCE					
10/10/18	001-3510-541.63-00	(339,797)	BAF#3 - GOODSON PAVING AGREEMENTS FOR FY19		135
	001-3510-541.46-00	339,797			
	001-3510-541.63-00	(60,203)	BAF#4 - GOODSON PAVING COCOA VILLAGE SIDEWALKS		136
	001-3510-541.63-00	(25,117)			
	001-3510-541.46-00	25,117			
	001-3510-541.46-00	60,203			
2 Budget Amendments/Transfers			Division 3510 Total	$0	
5 Total Budget Amendments/Transfers			**GENERAL FUND**	**$0**	
2100 - POLICE ADMIN/OPERATIONS					
10/10/18	141-2100-521.52-00	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
1 Budget Amendments/Transfers			Division 2100 Total	$5,000	
1 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$5,000**	
4010 - WATER ADMINISTRATION					
10/10/18	421-4010-536.39-00	(119,034)	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD		132
1 Budget Amendments/Transfers			Division 4010 Total	($119,034)	

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
4020 - DYAL PLANT					
10/29/18	421-4020-536.63-00	(42,362)	TXFR FOR OFF SCOPE SERV		299
1	Budget Amendments/Transfers		Division 4020 Total	($42,362)	
4025 - WATER FIELD OPERATIONS					
10/10/18	421-4025-536.46-00	119,034	BAF#1 - CONE ROAD DRAIN IMPROVEMENTS - WS17CD		132
1	Budget Amendments/Transfers		Division 4025 Total	$119,034	
4055 - ENGINEERING					
10/29/18	421-4055-536.63-00	42,362	TXFR FOR OFF SCOPE SERV		299
1	Budget Amendments/Transfers		Division 4055 Total	$42,362	
4	Total Budget Amendments/Transfers		**WATER/SEWER ENTERPRISE**	**$0**	

10 Transfers & Amendments between 10/1/2018 and 10/31/2018

FY 2019 TOTAL TRANSFERS & AMENDMENTS **5,000**

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 Worksheets\FY 2019 - Budget Tracking Worksheets\FY 2019 EXPENSE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 11/9/2018

FY 2019 BUDGET TRACKING WORKSHEET

REVENUE TRANSFER/AMENDMENT DETAIL
AS OF: 10/31/2018

Date	Accounts	Transaction	Resolution # / Description of Transfer or Amendment		Group #
10/10/18	141-0000-389.99-11	5,000	BAF#2 - GIFT CARDS FOR PD GUNS BUY BACK PROGRAM		133
1 Budget Amendments/Transfers			Division 0000 Total	$5,000	
1 Total Budget Amendments/Transfers			**POLICE CONFISCATED FUND**	**$5,000**	
10/10/18	423-0000-389.99-50	(20,856)	BAF#5 - INDIAN RIVER LAGN GRANT FUNDING / BAFFLE BX		134
	423-0000-338.10-02	20,856			
1 Budget Amendments/Transfers			Division 0000 Total	$0	
1 Total Budget Amendments/Transfers			**STORMWATER UTILITY**	**$0**	

2 Transfers & Amendments between 10/1/2018 and 10/31/2018

FY 2019 TOTAL TRANSFERS & AMENDMENTS **5,000**

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 Worksheets\FY 2019 - Budget Tracking Worksheets\FY 2019 REVENUE Budget Tracking Worksheet.imr ran by Database User ID: cocoath

Date: 11/9/2018