City of Cocoa

65 Stone Street
Cocoa, FL 32922

Meeting Agenda - Final

Tuesday, November 10, 2020

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 20-759 Approve the Agenda for the Regular meeting of November 10, 2020, as presented or with amendments.

Attachments: 11-10-2020 Short Agenda ADA.pdf

MINUTES:

II.2 20-760 Approve the Minutes of the Regular meeting of October 13, 2020, as written or with amendments.

Attachments: 10-13-2020 Minutes ADA.pdf

Surtax Renewal PPT_10min.pdf

II.3 20-795 Council Approval of Resolution 2020-231 Authorizing Execution of the Water and Sewer System Revenue Bond, Series 2020 and the Loan Agreement with STI Institutional & Government, Inc. and Resolution 2020-234 Authorizing the Composite Form of the Master Bond Resolution and Approval of Related BAF # 20-030-T for Bond Issuance Closing Costs. (Finance Director)

Attachments: Resolution 2020-231 Authorizing 2020 Bond.docx

Loan Agreement - City of Cocoa WS Series 2020.doc

Resolution 2020-234 Authorizing Composite Form of Master Bond Resolution.d

Composite Form of Master Resolution (City of Cocoa) (01694225).docx

BAF-21-030-T-FN-WS Rev Bond 2020 Closing Costs (11-10-20)-Agenda 20-79

Estimated Final Closing Documents as of 102020 Condensed.pdf

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. REPORTS:

VI. CONSENT AGENDA:

VI.1 20-718 Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the Sourcewell Contract No. 012418-VRM to Purchase a Vermeer D8x12 S3 Navigator Boring Machine and Associated Equipment. (Utilities Director)

Attachments:
- Vermeer D8x12 S3 Navigator Quote - Revised.pdf
- Standard Form for New Piggyback Contract_Vermeer_Contract No. 012418-VR
- Soucewell Contract 012418-VRM Acceptance and Award.pdf
- Sourcewell Contract 012418-VRM Forms.pdf
- Sourcewell Contract 012418-VRM Information.pdf
- Sourcewell Contract 012418-VRM Pricing Information.pdf
- Sourcewell Contract 012418-VRM RFP.pdf

VI.2 20-733 Approval to execute the Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and the City of Cocoa for the release of $50,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-028-A, accepting the Revenue and Transferring Funds between Accounts for the Balance. (Public Works Director)

Attachments:
- City of Cocoa 2020 Disbursement Agreement - Aurora Street Design.pdf
- Budget Resolution FY 2021.docx
- BAF 21-028-PW TIFT for Aurora Street (11-10-20) 20-733.pdf

VI.3 20-734 Approve a Resolution Amending the FY 2021 Budget, BAF# 21-012 T (2), pertaining to the COVID Payroll Payout through the use of Contingency in Multiple Funds and Police Union Salary Adjustments through the use of General Fund Contingency. (Finance Director)

Attachments:
- COVID Payout & PD Adj.pdf
- Budget Resolution FY 2021.docx
- BAF 21-012-T-FN- COVID Leave Payouts(11-10-20) Agenda 20-734 1 of 2.pdf
- BAF 21-012-T -FN-PD FY21 Pay Increase (11-10-20) Agenda 20-734 2 of 2.pdf

VI.4 20-739 Approve Change Order #1 to FY20 P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, for the re-mobilization and replacement of a Variable Frequency Drive (VFD) component not included in the Original Quote/Purchase Order; To Authorize the City Manager to Execute the Change Order. (Utilities Director)

Attachments: CE Power CO 825247.pdf
Original PO 75893.pdf
Notice of Award.pdf

VI.5 20-741 Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Rockledge to Identify and Share Common Costs Associated with the Cocoa Utilities Project and Rockledge Pluckebaum Project, and to Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project. (Utilities Director)

Attachments: 1-ILA - Cocoa-Rockledge Pluckebaum Marlin Manor.pdf
2-Joint Project Overlap .pdf

VI.6 20-747 Approve Participation in a Cooperative Purchase Agreement with Thompson Pump & Manufacturing Co., Inc., Port Orange, Florida, Utilizing the Florida Sheriffs Association Contract FSA19-VEH17.0, Item 171, Effective October 1, 2019 through September 30, 2020, with one (1) two-year extension, to Purchase a 4-Inch Pump with a Trailer; To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds. (Utilities Director)

Attachments: Award Letter FSA19-VEH27.0 - Award_Letter_FSA20-EQU18.0.pdf
TC+Vehicles+and+Equipment+18-19+Final.pdf
Standard Form for New Piggyback Contract_Thompson_FSA18-VEH16.0_.pdf
City of Cocoa - FSA_2010-2021_4JSVM Quote_FLBL2015A - (10-1-20).pdf
City of Cocoa - FSA_2020-2023_4JSVM Quote_FLBL2015B - (10-15-20).pdf
City of Cocoa - FSA_2020-2023_4JSVM Quote_FLBL2089 (11-4-20).pdf
4JSVM (8.25 in) SL.pdf
Budget Resolution FY 2021.docx
BAF 21-017-T-UT-Thompson Pump (11-10-20) 20-747.pdf

VI.7 20-748 Approve a Resolution Amending the FY2021 Budget, BAF # 21-026-A, Accepting the Bulletproof Vest Grant Award for $16,979.50. (Chief of Police)

Attachments: Budget Resolution FY 2021.docx
BAF 21-026-A-PD-Bullet Proof Vest Grant (11-10-2020) Agenda 21-748.pdf
FY2020 BVP Award Announcement.pdf
Bulletproof Vest Internal Application FY21.pdf

VI.8 20-751 Approve Task Order 2020-17 and Amendment using the Continuing Services Agreement with Infrastructure Solution Services (ISS) for Engineering Design, Permitting and Construction Support Services of the sidewalk improvements project on Aurora Street for $66,293.00. Authorize the City Manager to execute the all agreements and issue the purchase order. (Public Works Director)

Attachments: Aurora Street Sidewalk Improvements Project Task Order and Amendment.pdf
Cocoa Aurora Road Drainage Improvements Project ISS Task Order 8-20-2020
Cocoa Aurora Street Drainage Improvements Project ISS Labor Breakdown Ta

VI.9 20-753 Approve a Budget Resolution Amending the FY21 Budget, BAF #21-027-A&T (2 Pages), Reducing the Expected Grant Revenues for the VOCA Grant and City Match, and Allow the City Manager to Enter into the Contract. (Chief of Police)

Attachments: Award Letter - FY21 VOCA.pdf
VOCA_Contract_2020 (1).pdf
VOCA Grant FY21 Internal Application.pdf
Budget Resolution FY 2021.docx
BAF-21-027-A-PD-VOCA Grant (11-10-2020)Agenda item 20-753 1 of 2 .pdf
BAF-21-027-T-PD-VOCA Grant (11-10-2020) Agenda 20-753 -2 Of 2.pdf

VI.10 20-771

Approve participation in Cooperative Purchase Agreement utilizing Sourcewell Contract #120716-NAF, 060920-NAF and the Florida Sheriffs Association Contract FSA20-VEH18.0 for the purchase of vehicles and equipment through Alan Jay Fleet and Nextran Truck Center.

Authorize the City Manager to sign the New Standard Form for New Piggyback Contract and extension renewals.

Approve Resolution Amending the FY21 Budget BAF# 21-025-T, through the use of General Fund Contingency, for the additional cost to purchase Seven (7) Police Hybrid Patrol vehicles.

Approve A Resolution Amending the FY21 Budget BAF# 21-024-T for the VAC-CON retrofit and Exemption to Competitive Purchase to Southern Sewer of Orlando. (Public Works Director)

Attachments:

2100 Cocoa Police-COCOA, CITY OF-K8A_28019-3_Quote.pdf
3510 PW St MIni contractors dump TRK-COCOA, CITY OF-F5G 660A_28020-3
NEW VACCON STORM WATER.pdf
Vac-Con Sole Source 3 Locations 10.05.20.pdf
ECP_SOUTHERN SEWER_VACCON_$75000.00_PW-FLEET10-15-20.pdf
3570 PWSW VACCON CC - FSA QUOTE G SERIES.pdf
Cocoa Remount Vac-Con Body Quote (Oct 12 2020).pdf
4010 Water Admin Lab VAN -COCOA, CITY OF-S7E_26924-4_Quote.pdf
4025 Water Crew trk with air compressor -COCOA, CITY OF-W5G 660A_28021
4025 Water Crew Truck -COCOA, CITY OF-W5G 660A_28171-1_Quote.pdf
4025 Water hydrant service TRK -COCOA, CITY OF-F4G 650A_28022-3_Quot
4120 Sellers Plant Electrician VAN-COCOA, CITY OF-R1Y 101A 130_27939-3
CITY OF COCOA 2021 NEW VEHICLE NEEDS SUMMARY.pdf
1515 Meter Reader COCOA, CITY OF-31111_25159-4_Quote.pdf
FSA_Terms__Conditions.pdf
Standard Form for New Piggyback_Contract No. FSA20-VEH18.01_Heavy Trcu
Budget Resolution FY 2021.docx
BAF 21-025-T-PD-PD Vehicle (11-10-20) 20-771.pdf
BAF 21-024-T-PW-3570 Purchase VacCon (11-10-20) 20-771.pdf

VI.11 20-773 Approve and authorize the City Manager to issue a Blanket Purchase Order up to $450,000 through July 21, 2021, to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015. Authorize additional FY-20 parts expenditures in the amount of $59,448 for the August and September statements. (Public Works Director)

Attachments:
NAPA 07_24_18 Intergrated Supply Agreement.pdf
NAPA Addendum (City of Cocoa) (HKW 8-27-20).docx
NAPA Addendum.docx
Sourcewell #061015 NAPA IBS 6th year extension through 7-21-21.pdf
NAPA Invoice - August 2020.pdf
NAPA Invoice - September 2020.pdf
RDP - NAPA IBS SEPT - 202091 1 OF 2 .pdf
RDP - NAPA IBS 202091 SEPT 2 OF 2.pdf
RDP - NAPA IBS AUG 202081 1 OF 2.pdf
RDP- NAPA IBS 202081 AUG 2 OF 2 eForm.pdf

VII. PUBLIC HEARINGS:

VII.1 20-758 Approval of Ordinance No. 18-2020/2nd and Final reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)

Indexes: Pension

Attachments:
18-2020 Police Pension Ordinance IRS Changes ADA (11-10-20).pdf
Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf
2020.10.22, No Impact Letter, Cocoa General.pdf
Ord. 18 & 19 OrderConf.pdf

VII.2 20-761 Approval of Ordinance No. 19-2020/2nd and final reading: Related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative, Internal Revenue Code compliance changes, and board composition changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)

Indexes: Pension

Attachments: 19-2020 General Pension Ordinance Trustee-IRS Change ADA (10-13-2020).p
Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf
2020.10.22, No Impact Letter, Cocoa General.pdf
Cocoa Gen. Board member list - 9-26-2020.doc
Ord. 18 & 19 Legal Ad OrderConf.pdf

VIII. COUNCIL BUSINESS:

VIII.1 20-735 Approve the current Code Enforcement Lien for the residence located at 17 Travis St., be reduced, as recommended by the Code Board, to $1,145.34 which is the cost of the investigation to the City of Cocoa. (Chief of Police)

Attachments: Lien Reduction Application.pdf
Authorization Letter.pdf
Cost Affidavit Form -17travis.xlsx
Staff Report for Lien Reduction-17travis.docx
Order Imposing Lien-18-323 - 17 Travis St..docx

VIII.2 20-736 Approve the current Code Enforcement Lien for the property located at 1053 Hickory Ln., be reduced to $3,800.00 as recommended by the Code Enforcement Board. (Chief of Police)

Attachments: Staff Report for Lien Reduction-1053Hickorydocx.docx
Cost Affidavit Form -1053hickory.xlsx

VIII.3 20-769 Consider the appointment of Joy Rutherford as a member of the Sustainability Advisory Committee. (Administrative Services Director)

Attachments: Board Application_ Rutherford, J.pdf
10_28_2020 Consideration letter.pdf
Sustainability Advisory Committee Roster.pdf

VIII.4 20-772 Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (Assistant City Manager)

Attachments: City of Cocoa Emergency Ordinance No. 13-2020.pdf

VIII.5 20-776 Consider the reappointments of Mr. Wesley Park, Mr. David Prather and Ms. Barbara Kinsey as members of the Utilities Advisory Board through November, 2023. (Administrative Services Director)

Attachments: Wesley_Park-Expiration_Letter-Signed.pdf

David_Prather-Expiration_Letter-Signed.pdf

Barbara_Kinsey-Expiration_Letter-Signed.pdf

Utilities Advisory Board Roster.pdf

VIII.6 20-777 City Council direction to provide a Local Government Contribution for the Housing Trust Group who is seeking Florida Housing Finance Corporation's (FHFC) SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) 2020-205. (Community Services Director)

Attachments: Attachment A - Orchid Lake - City of Cocoa Request Letter.pdf

Attachment B - Orchid Lake - FHFC Grant Form.pdf

Attachment C - Orchid Lake - FHFC Fee Waiver Form.pdf

Attachment D - Resolution 98-2.pdf

IX. CITY BUSINESS:

IX.1 20-738 Award RFQ Q-20-11-COC to Integrated Fire and Security Solutions in the Amount of $2,378,456; To Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $237,845 (10% of the contract amount) for a Total Project Cost of $2,616,301; To Authorize the City Manager to Negotiate and Execute the Agreement with the Recommended Contractor. (Utilities Director)

Attachments: Bid_Proposal Summary_Q-20-11-COC.pdf

Bid Tabulation Sheet RFQ Q-20-11-COC.xls

RFQ Q-20-11-COC OVERALL EVALUATION RESULT 6-10-2020.pdf

Res Proj Contingency - IFSS.doc

IX.2 20-763 Approve the Budget Resolution and BAF 21-023-A recognizing the FIND Grant Funding Revenue (BV-CO-20-146 - Phase 1), for the design and permitting related to the boat ramps restoration at Lee Wenner Park. (Public Works Director)

Attachments: FIND Phase 1 - Boat Ramps.pdf
Internal Grant Application - FIND Grant (Dredging and Boat Ramp).pdf
Budget Resolution.docx
BAF 21-023-A-PW-Boat Ramp (11-10-20) 20-763.pdf

IX.3 20-767 Approve the Budget Resolution and BAF 21-022-A recognizing the FIND Grant Funding Revenue (BV-CO-20-147 - Phase 1), for the design and permitting related to the dredging of the Lee Wenner Park Basin. (Public Works Director)

Attachments: FIND Phase 1 - Dredging (Matt Signed).pdf
Internal Grant Application - FIND Grant (Dredging and Boat Ramp).pdf
Budget Resolution.docx
BAF 21-022-A-PW-LWP Dredging (11-10-20) 20-767.pdf

MULTI-YEAR CONTRACTS:

IX.4 20-749 Approval for the sole source procurement of IDEMIA FDLE Livescan System, initial installation, training, ancillary equipment and three (3) year on-site maintenance services via use of a multi-year contract service agreement with IDEMIA. To further authorize the City Manager to approve annual renewals for on-site maintenance support services. Approve a Resolution Amending the FY21 Budget, BAF#20-029-T. (Chief of Police)

Attachments: CSR-AFIS fingerprint machine (10-22-2020).pdf
IDEMIA Cocoa PD_IDFL-L031620-01B_10-21-2020 (003).pdf
ECP_IDEMIA AFIS_$9860.00_PD.pdf
IDEMIA SS Cocoa PD_SS_IDFL-L031620-01_10-28-2020.pdf
Budget Resolution FY 2021.docx
BAF-20-029-T-PD-Livescan AFIS (11-10-2020) Agenda Item 20-749.pdf
2020-240 Sole Source.pdf

X. INFORMATIONAL AGENDA:

X.1 20-788 Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 10/31/2020.

Attachments: PO Monthy Report to City Council 10.01.20 thru 10.31.20.pdf

XI. ADJOURNMENT

NOTICE TO THE PUBLIC:

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

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

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

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

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

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

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

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

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 #:	20-759	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	10/26/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve the Agenda for the Regular meeting of November 10, 2020, as presented or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11-10-2020 Short Agenda ADA.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2020
Agenda Date: November 10, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Agenda for the Regular meeting of November 10, 2020, as presented or with amendments

BACKGROUND:

The City Council approves the agenda for all 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 10, 2020, as presented or with amendments

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Agenda
City of Cocoa
Regular Meeting of The City Council

Date: November 10, 2020
Time: 6:00 pm
Location: 65 Stone Street Cocoa, FL 32922

I. Opening Matters:

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

II. Approval of Agenda, Minutes, and Item 20-795:

1. Agenda: Regular Meeting of November 10, 2020 (20-759)

2. Minutes: (a) Regular Meeting of October 13, 2020 (20-760)

3. <u>Approval of Item 20-795:</u>

Council Approval of Resolution 2020-231 Authorizing Execution of the Water and Sewer System Revenue Bond, Series 2020 and the Loan Agreement with STI Institutional & Government, Inc. and Resolution 2020-234 Authorizing the Composite Form of the Master Bond Resolution and Approval of Related BAF # 20-030-T for Bond Issuance Closing Costs. (20-795). (Finance Director)

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. Reports:

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

VI. Consent Agenda:

1. Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the Sourcewell Contract No. 012418-VRM to Purchase a Vermeer D8x12 S3 Navigator Boring Machine and Associated Equipment. (20-718). (Utilities Director)

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Drive (VFD) component not included in the Original Quote/Purchase Order; To Authorize the City Manager to Execute the Change Order. (20-739). (Utilities Director)

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10. Approve participation in Cooperative Purchase Agreement utilizing Sourcewell Contract #120716-NAF, 060920-NAF and the Florida Sheriffs Association Contract FSA20-VEH18.0 for the purchase of vehicles and equipment through Alan Jay Fleet and Nextran Truck Center; Authorize the City Manager to sign the New Standard Form for New Piggyback Contract and extension renewals; Approve Resolution Amending the FY21 Budget BAF# 21-025-T, through the use of General Fund Contingency, for the additional cost to purchase Seven (7) Police Hybrid Patrol vehicles; and Approve A Resolution Amending the FY21 Budget

BAF# 21-024-T for the VAC-CON retrofit and Exemption to Competitive Purchase to Southern Sewer of Orlando. (20-771). (Public Works Director)

11. Approve and authorize the City Manager to issue a Blanket Purchase Order up to $450,000 through July 21, 2021, to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015. Authorize additional FY-20 parts expenditures in the amount of $59,448 for the August and September statements. (20-773). (Public Works Director)

VII. Public Hearings:

1. Approval of Ordinance No. 18-2020/2nd and Final reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-758). (Administrative Services Director)

2. Approval of Ordinance No. 19-2020/2nd and final reading: Related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative, Internal Revenue Code compliance changes, and board composition changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (20-761). (Administrative Services Director)

VIII. Council Business:

1. Approve the current Code Enforcement Lien for the residence located at 17 Travis St., be reduced, as recommended by the Code Board, to $1,145.34 which is the cost of the investigation to the City of Cocoa. (20-735). (Chief of Police)

2. Approve the current Code Enforcement Lien for the property located at 1053 Hickory Ln., be reduced to $3,800.00 as recommended by the Code Enforcement Board. (20-736). (Chief of Police)

3. Consider the appointment of Joy Rutherford a member of the Sustainability Advisory Committee. (20-769). (Administrative Services Director)

4. Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (20-772). (Assistant City Manager)

5. Consider the reappointments of Mr. Wesley Park, Mr. David Prather and Ms. Barbara Kinsey as members of the Utilities Advisory Board through November, 2023. (20-776). (Administrative Services Director)

6. City Council direction to provide a Local Government Contribution for the Housing Trust Group who is seeking Florida Housing Finance Corporation's (FHFC) SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) 2020-205 (20-777). (Community Services Director)

IX. City Business:

1. Award RFQ Q-20-11-COC to Integrated Fire and Security Solutions in the Amount of $2,378,456; To Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $237,845 (10% of the contract amount) for a Total Project Cost of $2,616,301; To Authorize the City Manager to Negotiate and Execute the Agreement with the Recommended Contractor. (20-738). (Utilities Director)

2. Approve the Budget Resolution and BAF 21-023-A recognizing the FIND Grant Funding Revenue (BV-CO-20-146 - Phase 1), for the design and permitting related to the boat ramps restoration at Lee Wenner Park. (20-763).(Public Works Director)

3. Approve the Budget Resolution and BAF 21-022-A recognizing the FIND Grant Funding Revenue (BV-CO-20-147 - Phase 1), for the design and permitting related to the dredging of the Lee Wenner Park Basin. (20-767). (Public Works Director)

Multi-Year Contracts:

4. Approval for the sole source procurement of IDEMIA FDLE Livescan System, initial installation, training, ancillary equipment and three (3) year on-site maintenance services via use of a multi-year contract service agreement with IDEMIA. To further authorize the City Manager to approve annual renewals for on-site maintenance support services. Approve a Resolution Amending the FY21 Budget, BAF#20-029-T. (20-749). (Chief of Police)

X. Informational Agenda:

1. Council request to review the cumulative purchase approvals over $35,000 and under $50,000 for period 10/01/2020 to 10/31/2020. (20-788). (Finance Director)

XI. Adjournment:

XII. Notice To The Public:

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.

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

(1) https://tinyurl.com/s5e875r or

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

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises the public that: if a person decides to appeal any decision made by the City Council with respect to any matter considered at its meeting or hearing, that person will need a record of the proceedings and for such purpose, affected persons may need to assure that a verbatim record of the proceedings is made, and such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or

irrelevant evidence, nor does it authorize challenges or appeals otherwise not allowed by law.

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

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

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

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

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

Legislation Details (With Text)

File #:	20-760	**Version:**	1	**Name:**	
Type:	Minutes			**Status:**	Minutes
File created:	10/26/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve the Minutes of the Regular meeting of October 13, 2020, as written or with amendments.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	10-13-2020 Minutes ADA.pdf Surtax Renewal PPT_10min.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2020
Agenda Date: November 10, 2020
Prepared By: Carie Shealy, City Clerk
Through:
Requested Action:
Approve the Minutes of the Regular meeting of October 13, 2020, as written or with amendments.

BACKGROUND:

NA

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Approve the Minutes of the Regular meeting of October 13, 2020, as written or with amendments.

MINUTES
City of Cocoa
Regular Meeting of The City Council

October 13, 2020

A Regular City Council Meeting was held on Wednesday, October 13, 2020, in Cocoa City Hall, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida, 32922, as publicly noticed.

I. Opening Matters:

Mayor Williams called the meeting to order at 6:03 p.m.

Mayor Williams introduced the new City Manager Stockton Whitten.

Chief Lamm provided the invocation and Deputy Mayor Goins led the assembly in the Pledge of Allegiance to the Flag of the United States of America.

The City Clerk took the roll.

PRESENT:	Jake Williams, Jr.	Mayor
	James Goins	Deputy Mayor
	Don Boisvert	Councilmember
	Lorraine Koss	Councilmember
	Brenda Warner	Councilmember
	Anthony Garganese	City Attorney
	Stockton Whitten	City Manager
	Carie Shealy	City Clerk

OTHER STAFF MEMBERS PRESENT:

Matthew Fuhrer, Assistant City Manager; Tammy Gemmati, Administrative Services Director; Jack Walsh, Utilities Director; Mike Cantaloupe, Chief of Police; Jonathan Lamm, Fire Chief; Bryant Smith, Public Works Director; Rebecca Bowman, Finance Director; Nancy Bunt, Community Services Director; LeShawn Hinton, Helpdesk Support Tech; Dodie Selig, Planning Manager; Tony Jones, Fleet Manager; Kristin Eick, Assistant City Attorney; and Samantha Senger, Assistant to the City Manager/PR Specialist.

II. Approval of Agenda and Minutes:

1. Agenda: Regular Meeting of October 13, 2020 (20-666)

2. Minutes: (a) State of the City Meeting of September 1, 2020 (20-648)
(b) Regular Meeting of August 26, 2020 (20-667)

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve the Agenda as presented for the regular meeting of October 13, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

*** MOTION by Councilmember Koss; Seconded by Councilmember Boisvert, to approve the Minutes as written for the State of the City Meeting on September 1, 2020 and the Regular meeting of August 26, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

III. Awards and Presentations:

1. Proclamation: National School Bus Safety Week. (20-694). (Deputy Mayor Goins)

   Deputy Mayor Goins read the Proclamation into the record. The proclamation was presented to Mr. Ford and Dr. Mullins with the Brevard Public Schools.

2. Certificate of Recognition: Space Coast Recovery-Recipient of the Non-Profit Business Champion of the Year 2020 Award. (20-695). (Deputy Mayor Goins)

   Deputy Mayor Goins presented Space Coast Recovery with a special recognition regarding their receipt of Non-Profit Business Champion of the Year 2020 Award. Barbie Thrower with Space Coast Recovery spoke and explained what their program entailed. He commended her and her staff for doing all that they do.

3. Presentation by Dr. Mark Mullins on the County's Half-Cent Sales Surtax. (20-670). (Dr. Mark Mullins, Superintendent, Brevard County Public Schools)

Dr. Mark Mullins, Superintendent with Brevard Public Schools, thanked Mr. Ford for his great work and service to the students of Brevard and thanked Council for the proclamation.

Dr. Mullins thanked Council for the partnerships with the City and Chief Cantaloupe for the SRO's.

He provided a presentation[1] regarding the Half-Cent Sales Tax and provided the ballot language for the upcoming election. Additionally, he provided a brief history on the tax and what it has been used for.

Due to this sales tax, schools are safer and there have been significant improvements such as technology, security, and air conditioning upgrades.

Dr. Mullins assured Council that the School Board would continue to provide complete transparency on what this tax will be used for.

In closing, he pointed out everything that the School Board was proud of but noted that in reality the surtax provides the environment that students need to learn in. Learning can happen in schools where students are equipped with the necessary means to get them to their future.

IV. Delegations:

Greg Stoll, 2203 Salem Drive, Cocoa, spoke in regards to the eagle's nest near the Adamson Creek subdivision. He noted that at the last meeting the issue of an undocumented eagle nest was brought up and thanked everyone for taking this issue seriously. He and his wife have recently completed training to become volunteers for Eagle Watch and asked D.R. Horton permission to watch the nest. He assured them that they would not interfere with the Adamson Creek improvements.

V. Reports:

Chief Lamm provided an update on COVID-19 and mentioned that the City was continuing to remain vigilant and follow CDC guidelines.

Ms. Gemmati pointed out that we received notice of the Florida League of Cities Legislative Conference which is being held on November 12-13, 2020 in Orlando and asked which Council members would like to attend. Deputy Mayor Goins

[1] EXHIBIT A: Our Kids, Brevard's Future Presentation

and Councilmember Koss would like to attend and Mayor Williams will attend if re-elected.

Assistant City Manager Fuhrer mentioned that they were finishing the new audio in Chambers and that representatives were in attendance tonight to make sure that the sound was working properly.

Councilmember Warner announced that the Annual Chris Daniel's Golf Tournament will be October 24, 2020 at 8 a.m. at Turtle Creek Golf Club. This will be the Chief's last tournament as the Chief of Police.

She further reminded all of the homicide that happened a few weeks ago in the City where former Councilmember James Wallen was killed by a burglar. The Police did an excellent job of catching the suspect but because of this incident there have been several neighborhood meetings. Several of the neighbors have discussed something that could be done for Mr. Wallen such as renaming the greenspace between Circle and Manor Drive in his honor.

She pointed out that Ms. Nancy Cabana was here to speak about how the neighbors would like to honor him.

Nancy Cabana, 1626 Manor Drive, Cocoa, thanked Councilmember Warner for setting this up. Ms. Cabana added that there were many who wanted to sign the petition but did not have a chance, as well as other ideas as to how they could honor Mr. Wallen. She spoke about issues with parking if it was to be named a park and that a tree planted in his memory was mentioned as well. Another idea was a plaque on a park bench but she believed that with all that Mr. Wallen did he deserves more than a plaque on a bench.

Mayor Williams stated that this was mentioned at one of the first neighborhood meetings and it was a nice gesture. He was in support of doing something he just did not want to create an area where a lot of traffic would be coming into the neighborhood.

Councilmember Warner explained the area in greater detail and asked that staff bring back to Council what the process would entail.

Deputy Mayor Goins voiced his appreciation to all of the citizens of Cocoa for coming together during all of the issues of 2020.

Councilmember Koss invited everyone to the District 4 Town Hall meeting being held on October 20 at 6 p.m. at the Brevard Museum of History and Natural Science on Michigan Avenue. There will also be a presentation on storm preparedness.

Councilmember Boisvert welcomed Chief Cantaloupe back and welcomed the new City Manager. He thanked all for attending the meeting tonight.

Mayor Williams thanked Mr. Fuhrer for all that he has done as Interim City Manager and that he stepped up when needed.

He mentioned the conduit on crosswalks in the Village so that trees that do not have power could have it as it would be nice to light up the Village like it used to be.

He thanked Council for the decision in regards to the police and bringing the salaries up to be competitive with other departments.

In closing, he welcomed Mr. Whitten again and was ready to continue moving the City forward.

Ms. Senger announced that this Saturday was the Dr. Joe Lee Smith Center Ribbon Cutting Ceremony at 10 a.m. Tours would be offered of the inside for anyone who wished to do that as well.

Deputy Mayor Goins commended Ms. Senger for the planning committee for this ribbon cutting and also for the work on the Census.

She pointed out that the Census could be taken until October 31st and that there were still two open seats in the upcoming Citizens Academy.

VI. Consent Agenda:

1. Approve Task Order 2021-16 with Jacobs Engineering, Inc. (Jacobs) to Provide Assistance with Project Management, Contractor Monitoring, Data Management, Quality Control and the Cross Connection Control Program, Project No. WS13BC (20-630). (Utilities Director)

2. Council Approval to Amend FY2021 Budget, BAF#21-02-A, to accept Insurance Proceeds in the amount of $3,870 from claim number VA2020098737 from a

totaled Police Canine Vehicle and Permission to bring those funds into FY2021 to Retrofit a New Police Vehicle into a Canine Vehicle. (20-644). (Chief of Police)

3. Approve a Resolution Amending the Fiscal Year 2021 Budget, BAF 21-01-A, to Accept the 2020 Awarded Edward Byrne Memorial Justice Assistance Grant (JAG) 2020-DJ-BX-0410 in the amount of $16,617. (20-645). (Chief of Police)

4. Approve Task Order 2021-17 with Carollo Engineers, Inc. to assist Sewer Field Operations (SFO) in Project and Assessment Information, Management Assistance, Quality Control Process Development, Long-Term Strategic Planning, and Lift Station SCADA Maintenance; To Approve a Resolution Amending the FY 2021 Budget, BAF#21-003-T. (20-652). (Utilities Director)

5. Approve Task Order 2021-15 with Carollo Engineers, Inc., Orlando, Florida, for the SCADA Programming Services VTSCADA, LCP'S and RTU's at the Jerry Sellers Water Reclamation Facility; To Authorize the City Manager to Approve Related Purchase Requisition for $157,598.35. (20-654). (Utilities Director)

6. Authorize the City Manager to execute the 1st of 4 renewal option agreements with Don Bell, Inc., DBA DBI Demolition, for code enforcement initiated and citywide demolition services beginning October 1, 2020 (20-664). (Community Services Director)

7. Approval of a Public Drainage Easement for stormwater in Adamson Creek Phase 1A. (20-676). (Community Services Director)

8. Approve Master Agreement For Water Meter and Meter Reading Equipment Purchases with Sunstate Meter & Supply, Inc. and authorize the City Manager to approve a Blanket Purchase Order for Sunstate Meter and Supply Inc. up to $1,225,000 and Request Council approval of a Resolution to Waive Competitive Bid with Sunstate Meter and Supply Inc for the purchase of Neptune water meters and other ancillary hardware required to support meter operations for FY21. (20-679). (Finance Director)

9. Approve a Resolution Amending the FY 2021 Budget, BAF# 20-007-A, pertaining to the FDOT / US1 Streetscape Project Redevelopment Revenue Note (Loan C) transfer from the Cocoa CRA to the General Fund through the use of the General Fund Contingency. (20-698). (Finance Director)

Ms. Bunt asked that 20-664 be pulled from the agenda.

*** MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the Consent agenda.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VII. Public Hearings:

1. Approval of an Amendment To A Previously Approved PUD / A Rezoning (Ordinance 15-2020) Of One (1) Parcel From Brevard County (GU) To City Of Cocoa (PUD) and Incorporating Into Phase One-C Final PUD / A Preliminary Subdivision / and a 5TH DA Modification with Revised Amenities Schedule consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions. (20-633). (Community Services Director)

Attorney Garganese read Ordinance No. 15-2020 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 15-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING THE ADAMSON CREEK PLANNED UNIT DEVELOPMENT FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; CHANGING THE ZONING MAP DESIGNATION OF ONE (1)PARCEL OF REAL PROPERTY, TOTALING 14.3ACRES, MORE OR LESS, AND GENERALLY LOCATEDDIRECTLY WEST OF I-95, IN COCOA, FLORIDA, MORE PARTICULARLY DEPICTED AND LEGALLY DESCRIBEDON EXHIBIT "1" ATTACHED HERETO, FROM BREVARD COUNTY G-U (GENERAL USE DISTRICT) TO CITY OF COCOA PUD(PLANNED UNIT DEVELOPMENT DISTRICT) AND INCORPORATING THE PARCEL INTO THE ADAMSON CREEK FINAL DEVELOPMENT PLAN FOR PHASE ONE-C; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Bunt provided an update on this ordinance and noted what it entailed and the amenities.

Mayor Williams opened the hearing to the public.

- Ana Saunders, with BSE Consultants, provided an update on items that were brought up at the last meeting. One issue was drainage of which there has been discussion regarding action to correct those issues. Additionally, DR Horton has mowed the lake bank between Lost Lakes and the subdivision. Signage was in fabrication and work to further improve drainage issues will occur when construction begins, as you cannot always determine exactly what the particular drainage issues are until you start working, however, they are aware of some of the issues already. Secondly, she spoke in regards to the eagle's nest and she advised that there are certain permitting criteria in regards to those which she discussed. This will allow access to phase 1C construction without any permitting issues.

- John Shepherd with Atlantic Residential, advised that it is currently breeding season for the eagles. They will go out certain times of the week while construction is going and look for behavioral issues. If you see any issue then you slow down the work. He was surprised to see two nests together but it is a positive because if there was a disturbance than they have a home nearby.

There being no further comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve an Amendment To A Previously Approved PUD / A Rezoning (Ordinance 15-2020) Of One (1) Parcel From Brevard County (GU) To City Of Cocoa (PUD) and Incorporating Into Phase One-C Final PUD / A Preliminary Subdivision/and a 5TH DA Modification with Revised Amenities Schedule consistent with Chapter 18 Subdivisions and Appendix A Zoning of the City Code with conditions.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Ordinance No. 14-2020: 2nd Reading: Annexing approximately .6 acres of real property located in unincorporated Brevard County (as described in Exhibit "A") into the City of Cocoa in accordance with Chapter 171.044 of the Florida Statutes and Appendix A, Article VI of the City of Cocoa Code. (20-643). (Community Services Director)

Attorney Garganese read Ordinance No. 14-2020 into the record, by title only as follows. He advised that this was the second and final reading of the ordinance.

ORDINANCE NO. 14-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA ANNEXING REAL PROPERTY GENERALLY LOCATED AT 4050 W KING STREET WITH A PARCEL ID NUMBER OF 24-35-26-00-763.1, AND MORE PARTICULARLY DESCRIBED BY METES AND BOUND LEGAL DESCRIPTION AS SET FORTH HEREIN; PROVIDING FOR THE AMENDMENT OF COCOA CHARTER, ARTICLE 1, CITY BOUNDARIES, TO INCORPORATE THE REAL PROPERTY INTO THE CITY BOUNDARIES; PROVIDING FOR THE FILING OF THE REVISED COCOA CHARTER WITH THE DEPARTMENT OF STATE; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Williams opened the hearing to the public. There being no comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve Ordinance No. 14-2020 on second and final reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Pass on 1st Reading: Ordinance No. 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation. (20-662). (Community Services Director)

Attorney Garganese read Ordinance No. 17-2020 into the record, by title only as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 17-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, ADOPTING A LARGE SCALE COMPREHENSIVE PLAN TEXT AMENDMENT; AMENDING THE FUTURE LAND USE ELEMENT RELATED TO ALLOWABLE USES IN THE COMMERCIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE COMPREHENSIVE PLAN, SEVERABILITY,

AND AN EFFECTIVE DATE AND LEGAL STATUS OF THE PLAN AMENDMENT.

Ms. Selig mentioned that Council recently approved Ordinance No. 11-2020 amending the Planning Unit Development zoning district regulations. This was intended to allow for mixed-use planning unit developments, in addition to other changes. The PUD code was originally written to provide a mechanism for the City to encourage and permit variation in development of residential and commercial projects; however, no provision was made for a mixed-use development pattern.

This ordinance provides greater flexibility in the development plan, allows for a mixed-use PUD form, revises the requirements for open space, and makes necessary revisions to the approval process for PUD's.

Mayor Williams opened the hearing to the public. There being no comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve Ordinance No. 17-2020, a Comprehensive Plan Text Amendment consistent with Florida Statute Chapter 163 for a City initiated request to change the Future Land Use Element related to allowable uses in the Commercial Future Land Use designation on First Reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Pass on 1st Reading: Ordinance No. 16-2020, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height. (20-671). (Community Services Director)

Attorney Garganese read Ordinance No. 16-2020 into the record, by title only as follows. He advised that this was the first reading of the ordinance.

ORDINANCE NO. 16-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING APPENDIX A, ZONING, ARTICLE V OF THE CITY CODE RELATING TO THE DEFINITION OF BUILDING HEIGHT; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Ms. Selig explained that there have been a few multi-family projects come to the City in the last few years. She explained changes that have occurred with roofs through time. They are updating the Code without changing the intent of the original zoning limit.

Mayor Williams felt that these roofs were more aesthetically pleasing than a flat roof.

Councilmember Koss believed it was more than aesthetics as the intensity of rainfall has increased and the pitch helps the flow of the water, whereas it shortens the life of a flat roof.

Ms. Selig added that the Planning and Zoning Board recommended a change which was reflected in the recommended motion; however, the ordinance included with the item does not include that language.

Mayor Williams opened the hearing to the public. There being no comments, the public portion of the hearing was closed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to approve Ordinance No. 16-2020, of the City Council of the City of Cocoa, Brevard County, Florida; amending Appendix A, Zoning, Article V, the definition of Building Height on First Reading.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

VIII. Council Business:

1. Approve the current Code Enforcement Lien for the property located at 1004 Montclair Rd., be reduced to $1,379.29 as recommended by the Code Enforcement Board. (20-639). (Chief of Police)

Chief Cantaloupe provided a background on this case and advised that at the September Code Enforcement Board meeting the board was in agreement with staff's recommendation. There are no current code violations and all others are up to date.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the current Code Enforcement Lien for the property located at 1004 Montclair Rd., be reduced to $1,379.29 as recommended by the Code Enforcement Board.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the current Code Enforcement Lien for the property located at 2406 Mercer Drive, be reduced to $1,100.00 as recommended by the Code Enforcement Board. (20-641). (Chief of Police)

Chief Cantaloupe provided a background on this item and advised that it was taken to the September meeting of the Code Enforcement Board. The board was in agreement to reduce it to the requested amount and staff was in agreement as well.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve. The motion was opened for discussion.**

Councilmember Koss asked if the applicants know that there are liens on the property when they are asking for a reduction beyond what staff's recommendation was. She felt that this was a pretty good property and that the City was taking a hit on this one.

Chief Cantaloupe agreed and pointed out that Council has the ability to change to the amount.

Further discussion was held on the property.

AYES: Williams, Boisvert, Warner

NAYS: Goins, Koss

3. Review State of Florida Executive Order Number 20-244 regarding Phase 3 of the Governor's Safe. Smart. Step-by-Step. Plan for Florida's Recovery and discuss future impacts to the local face covering emergency Ordinance no. 13-2020, Resolution 2020-146 expanding outdoor dining options, and safety plan approvals for special events at City facilities. (20-673). (Assistant City Manager)

Assistant City Manager Fuhrer reminded Council that on September 25, 2020 Governor DeSantis signed Executive Order No. 20-244 which moved the State of Florida into Phase 3 of the Safe. Smart. Step-by-Step. Plan which in turn, supersedes and eliminates any and all restrictions of previous Executive Orders issued for Phases 1 and 2.

As it relates to the City, staff now needs direction on the emergency ordinance requiring face coverings, social gatherings, and outdoor eating spaces.

He advised that the first thing to consider was the Emergency Ordinance regarding face coverings. The executive order does not restrict the City's ability to mandate but it does stop the City for being able to take fines. Staff needs approval to extend the ordinance for another thirty days.

Mayor Williams was in favor of continuing the ordinance for thirty days.

Deputy Mayor Goins felt that powers were being taken away and that people were relaxing because nothing can be done technically. He agreed on the extension of the ordinance.

Attorney Garganese felt it was important to point out this order does not suspend the imposition of a fine or penalty, just the collection. Theoretically, if a fine is given it could possibly be collected if this order is lifted.

Councilmember Warner believed that businesses are thankful for the pressure being taken off of them for requiring masks and that it should be left alone and extended.

Councilmember Koss would like the signs to be removed from parks.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, to extend Ordinance No. 13-2020, Requiring Face Coverings for thirty days.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Assistant City Manager Fuhrer advised that the second item for Council to consider was related to Resolution No. 2020-146 for additional outdoor dining areas. This resolution has been rendered useless with the new order, which expands the capacity of restaurants to no less than 100% occupancy.

Councilmember Koss asked if this could be extended past December 31st to the end of February, 2021.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Koss, to extend outdoor seating for restaurants through February, 2021.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Assistant City Manager Fuhrer advised that the third item for consideration was social gatherings. He mentioned special event waivers and other plans in place for large events. There are a number of promoters interested in bringing back

concerts next year. Staff was seeking the requirement that safety plans continue to be submitted as well as bringing back in house approvals with the exceptions of street closures, and they would still seek COVID waivers.

Councilmember Boisvert believed that they should wait to the first of the year to make this decision, as this is still an unknown.

Assistant City Manager clarified that the safety plans would still be required they would just be approved at the staff level and explained what some of the events were. They could continue with the way they have been doing it but there are some who submit in a tight timeframe.

Councilmember Warner does not have a problem with smaller events being approved at staff level if they meet the criteria.

Councilmember Koss agreed.

Mayor Williams advised that the Space Coast League of Cities has cancelled the December meeting and he felt it would be nice to show appreciation to employees after everything that has gone on this year.

City Manager Whitten asked for that to be put in the form of a motion so that there were no misunderstandings and he agreed to bring back information regarding an employee recognition.

* **MOTION by Councilmember Koss; Seconded by Councilmember Warner, for safety plans to continue to be submitted, COVID waivers still be required, and for smaller events to be approved at staff level, with the exception of street closures.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

* **MOTION by Councilmember Warner; Seconded by Deputy Mayor Goins, to set up an employee recognition during the month of December.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

4. Approve Resolution No. 2020-211 officially naming the Dr. Joe Lee Smith Community Center in the Diamond Square community after long-time Cocoa resident and community advocate, Dr. Joe Lee Smith. (20-682). (Assistant to the City Manager/ Public Relations Specialist)

Ms. Senger advised that while doing research this building was never officially named after Mr. Smith. By approving this resolution, it will officially name the building and it will be presented to him at the event on Saturday.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

IX. City Business:

1. Approve a Resolution to adopt the 2020 Brevard County Local Mitigation Strategy Plan. (20-640). (Fire Chief)

Chief Lamm provided information regarding the 2020 Brevard County Local Mitigation Plan and explained what the resolution entailed.

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

2. Approve the Memorandum of Understanding between the City of Cocoa and International Association of Firefighters Local 2416 to amend Article 28 Insurance and Article 29 Wages. (20-655). (Administrative Services Director)

Ms. Gemmati advised that during the budget adoption pay ranges were adjusted and this MOU formalizes those changes in the fire contract. It also includes changes to the insurance where dependent coverage costs were absorbed.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

3. Approve an Ordinance to adopt a new limited-duration Lien Amnesty Program, which provides an incentive for eligible property owners who have brought their properties into compliance with the City Code by offering an expedited method to receive code enforcement lien reductions and lien releases. (20-675). (Chief of Police)

Attorney Garganese read Ordinance No. 08-2020 into the record.

ORDINANCE NO. 08-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 6, ARTICLE II OF THE CITY CODE, RELATING TO CODE ENFORCEMENT; CREATING A NEW LIEN AMNESTY PROGRAM; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, INCORPORATION INTO THE CODE, SEVERABILITY, AND AN EFFECTIVE DATE.

Attorney Garganese mentioned that a final date would need to be entered into the ordinance.

Mayor Williams advised that he had an issue with Section d.2 and that if someone owned multiple properties and they have the opportunity to bring one at a time into compliance, it should be allowed, however, bringing them all into compliance at one time could be a bit of a stretch.

Discussion was held on this ordinance and for those with multiple properties.

Chief Cantaloupe added that this was designed for someone who may have received a lien several years ago and did not realize it, but now they want to upgrade or do an addition, but when you go to get a loan you find out there is a lien. This program is designed to help in those situations.

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve Ordinance No. 08-2020 on First Reading, for discussion.**

Deputy Mayor Goins asked that Ms. Senger really push this information out on social media so that people are aware. Secondly, he asked that when Code sends out letters with violations many do not understand them, so he suggested that pictures be included to help them better understand.

Chief Cantaloupe explained that before someone is cited Code will speak with the person and explain what they are being cited for. They have simplified the language and if they can make contact with the person they do a pre-notice. He assured Council that they would work on that and that he would have Ms. Martinez does a PSA from the Code Enforcement side as well.

Mayor Williams added that many did not know that the mobile vendor ordinance had passed. In response, Ms. Bunt announced that they had created flyers and have been handing those out to mobile vendors.

Attorney Garganese asked for clarification on the duration of the program. It was determined it would be for eighteen months.

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

Multi-Year Contracts:

4. Approve the Cross Connection Control (CCC) Technical Field Services Provided by Ace Flow Control, Longwood, Florida up to the FY 2021 Budgeted Amount of $450,000 Through May 12, 2021. (20-629). (Utilities Director)

Mr. Walsh noted this item was in regards to the backflow program and this was the last year of the contract. The program began in 2014.

* **MOTION by Councilmember Warner; Seconded by Councilmember Boisvert, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

5. Approve participation in a Cooperative Purchasing Multi-Year Contract of the School Board of Brevard County for the purchasing of petroleum products utilizing contract number ITB 18-B-021-NC: (Diesel, Gasoline & Fuel Oils) with Glover Oil Company of Melbourne Florida. Authorize the City Manager to sign the contract renewal extension and authorize a Blanket Purchase Order to Glover Oil Company for city wide fuel purchases throughout the duration of the contract term. (20-674). (Public Works Director)

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

6. Approve entering into a piggyback agreement with VA Paving, Inc. in the amount of $258,557.72, plus a Resolution for Contingency of $41,442.28, for the milling and/or paving of various streets, using Brevard County Bid # B6-20-57, effective

August 22, 2020 through August 21, 2021. Approve the City Manager to issue the related purchase order. (20-691). (Public Works Director)

* **MOTION by Councilmember Boisvert; Seconded by Deputy Mayor Goins, to approve the item.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

X. Informational Agenda:

None.

XI. Adjournment:

* **MOTION by Councilmember Boisvert; Seconded by Councilmember Warner, to adjourn the Regular meeting of October 13, 2020.**

AYES: Williams, Goins, Boisvert, Koss, Warner

THE MOTION CARRIED UNANIMOUSLY (5-0)

The meeting adjourned at 8:03 p.m.

_____

Jake Williams, Jr., Mayor

ATTEST:

_____

Carie E. Shealy, MMC, City Clerk

EXHIBIT A: Our Kids, Brevard's Future Presentation

Our Kids, Brevard's Future









Brevard Public Schools











An Important Decision

November 3rd

OFFICIAL BALLOT

HALF-CENT SALES SURTAX EXTENSION FOR CRITICAL SCHOOL FACILITY, SECURITY, AND TECHNOLOGY UPGRADES

To extend the existing half-cent surtax approved by voters in 2014, to upgrade aging schools in Brevard County with critical school facility renewal projects, school security and technology modernizations that keep schools safe and conducive to learning and as per statute, shared with charter schools based on proportionate share of district enrollment, shall a half-cent sales surtax be reauthorized for six years, with all expenditures monitored by an independent citizen oversight committee.

_____FOR THE HALF-CENT TAX

_____AGAINST THE HALF-CENT TAX

2014 Surtax

$757 M needs assessed

$265 M funded via surtax

$492 M critical needs remain

Brevard Public Schools
THE FUTURE OF FLORIDA'S SPACE COAST

Attachment C

Facilities Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

Districtwide Capital Needs Sales Surtax Funded Summary Report

	Estimate
District School Security	
Perimeter/Entry Fencing and Gates	$5,746,542
Building Access Security Equipment	$2,858,262
Educational Technology	$2,888,280
Technology Building Cabling	$25,364,827
Technology Equipment Renewal	$6,292,518
Classroom Technology Infrastructure (Electrical, HVAC and Data)	$11,177,583
Facility Renewal	$7,894,726
Safety and Building Code Deficiency Corrections	$156,969,949
ADA Code Deficiency Corrections	$4,257,842
Fire Alarm System Renewal	$649,800
Central Mechanical Plant Renewal	$2,112,753
Cooling and Heating Control System Renewal	$40,985,098
Air Conditioning and Air Distribution Equipment Renewal	$18,092,694
Roofing System Renewal	$32,185,914
Exterior Building Wall Finish System Renewal	$16,449,473
Exterior Door/Window/Louver System Renewal	$2,947,529
Building Water and Sanitary Piping System Renewal	$1,728,266
Water Heating System Renewal	$3,664,628
Electrical Supply System (Transformers, Switchgear and Wiring) Renewal	$572,056
Electrical Distribution System Renewal	$228,151
Electrical System Components (Lightning Protection, Intercom and Generators) Renewal	$14,272,356
Interior and Exterior Lighting Equipment Renewal	$2,962,293
Air Supply and Exhaust System Renewal	$687,954
Site Utility Systems (Gas, Electrical, Stormwater, Water, Sanitary) Renewal	$11,264,176
	$3,908,967
Totals:	**$188,081,317**

NOT FUNDED

Today

Sales surtax made a difference in our schools

- Schools are safer
  - Security projects done early and expanded
- Significant improvement in air conditioning
- Technology improved

We honored our commitments

- Spend surtax on essential needs
- Independent citizens oversight guided decisions
- Nine 3rd party audits
- No new debt

We've Made Progress…







Security **$20.8 Million**

Educational Technology **$36 Million**

Facilities **$196 Million**

We Haven't Fixed This…



Roosevelt Roof

Brevard Public Schools

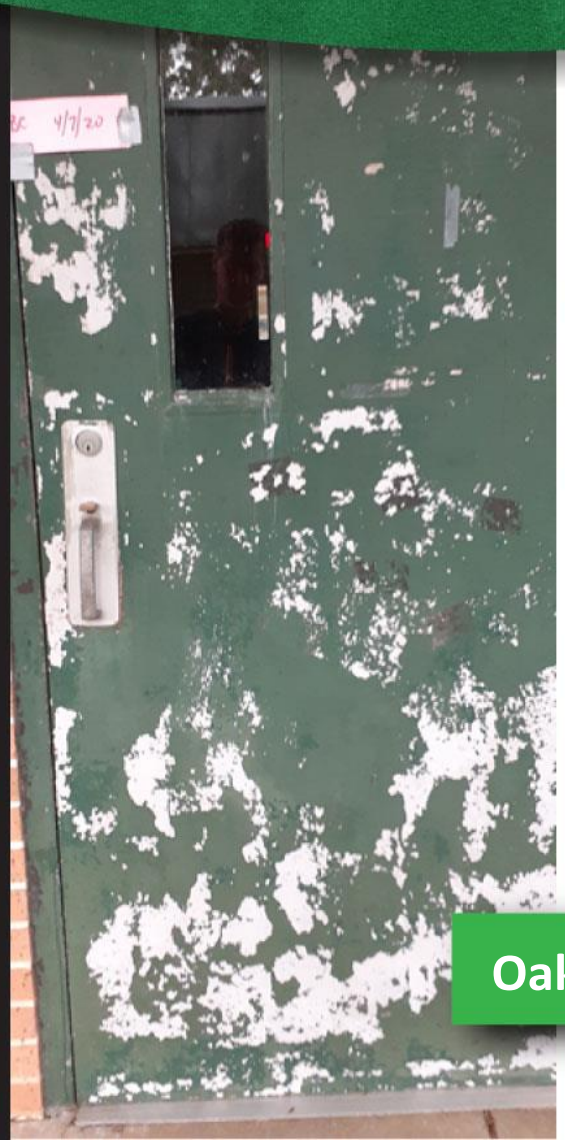
Or This.

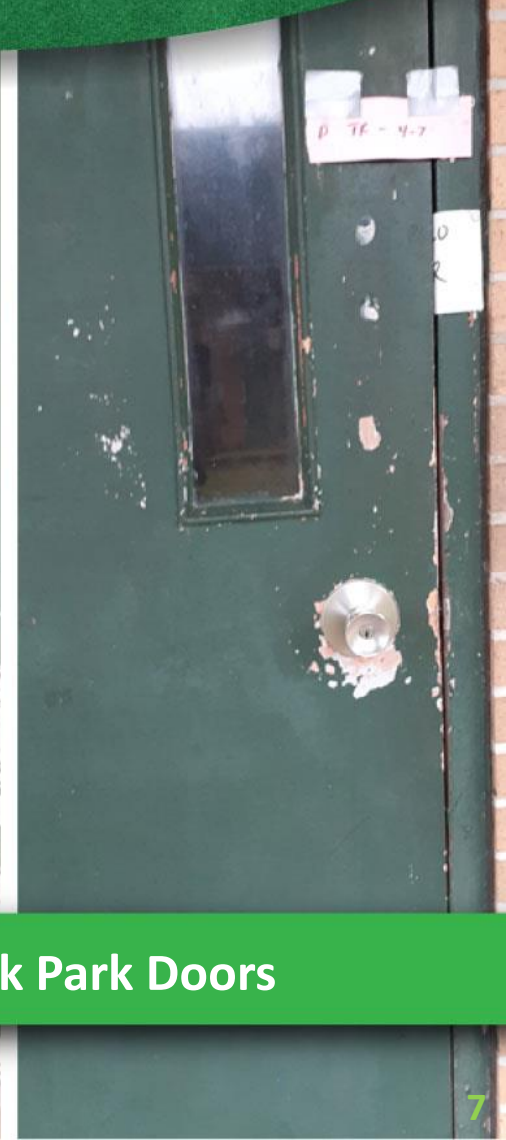


Kennedy Science Lab



Jackson Science Lab





Oak Park Doors

Continuing the Half-Cent Sales Surtax



Taxable purchases made in surrounding counties support local schools.

Household income of $50,000

Spends 10% on taxable items **$25/year**

Our Commitment Continues

Transparency

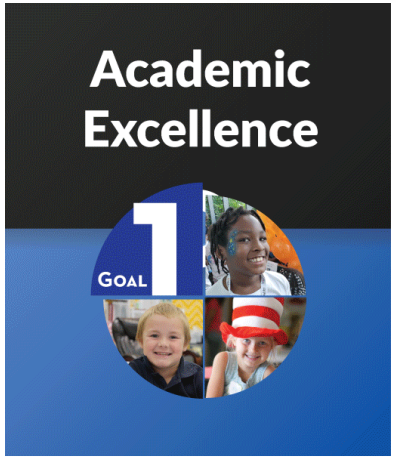
- Data driven approach to investments
- Itemized list of investments by site and by year
- No new debt
- Continue independent citizens oversight committee (ICOC)
- Continue external audits
- Continue reporting to the school board and community

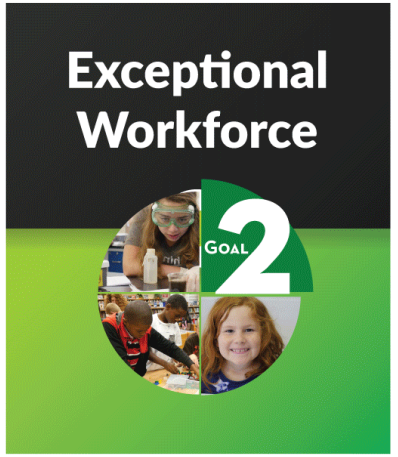
Outcomes

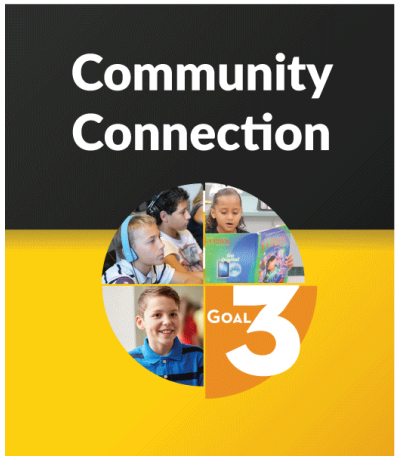
- ✓ Surtax funds are invested in our schools
- ✓ Surtax funds are invested in the local economy
- ✓ Return on investment

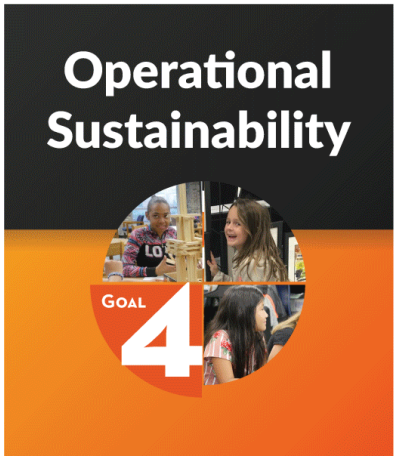
Our Kids, Brevard's Future

- 'A'-rated school district – responsible for 70,000+ students
- Current graduation rate 88.3%
- In 2020, 411 seniors graduated with an A.A. degree
- Competitive career training programs – 40% of graduates earn industry certification
- Comprehensive music programs K-12
- Science research leader in the state
- Experienced teacher workforce – retention is critical to students' success









An Important Decision

November 3rd

OFFICIAL BALLOT

HALF-CENT SALES SURTAX EXTENSION FOR CRITICAL SCHOOL FACILITY, SECURITY, AND TECHNOLOGY UPGRADES

To extend the existing half-cent surtax approved by voters in 2014, to upgrade aging schools in Brevard County with critical school facility renewal projects, school security and technology modernizations that keep schools safe and conducive to learning and as per statute, shared with charter schools based on proportionate share of district enrollment, shall a half-cent sales surtax be reauthorized for six years, with all expenditures monitored by an independent citizen oversight committee.

_____FOR THE HALF-CENT TAX

_____AGAINST THE HALF-CENT TAX

Legislation Details (With Text)

File #:	20-795	**Version:**	1	**Name:**	
Type:	Agenda			**Status:**	Agenda Ready
File created:	11/5/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Council Approval of Resolution 2020-231 Authorizing Execution of the Water and Sewer System Revenue Bond, Series 2020 and the Loan Agreement with STI Institutional & Government, Inc. and Resolution 2020-234 Authorizing the Composite Form of the Master Bond Resolution and Approval of Related BAF # 20-030-T for Bond Issuance Closing Costs. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution 2020-231 Authorizing 2020 Bond.docx Loan Agreement - City of Cocoa WS Series 2020.doc Resolution 2020-234 Authorizing Composite Form of Master Bond Resolution.docx Composite Form of Master Resolution (City of Cocoa) (01694225).docx BAF-21-030-T-FN-WS Rev Bond 2020 Closing Costs (11-10-20)-Agenda 20-795.pdf Estimated Final Closing Documents as of 102020 Condensed.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: November 5, 2020
Agenda Date: November 10, 2020
Prepared By: Rebecca Bowman, MBA, CGFO, CGFM, Finance Director
Through: Stockton Whitten, City Manager
Requested Action:
Council Approval of Resolution 2020-231 Authorizing Execution of the Water and Sewer System Revenue Bond, Series 2020 and the Loan Agreement with STI Institutional & Government, Inc. and Resolution 2020-234 Authorizing the Composite Form of the Master Bond Resolution and Approval of Related BAF # 20-030-T for Bond Issuance Closing Costs.

BACKGROUND:

On September 23, 2020 City Council authorized staff to proceed with an advance refunding by issuing a Request for Proposal (RFP) for a Tax-Exempt Refunding Bank Loan, Series 2020, to finance the defeasance of the multiple State Revolving Fund (SRF) loans with the assistance of the City's financial advisor. The amount not-to-exceed was requested to be $13,781,000. This request complied with the City's Debt Management Policy Sec. 21.2 (F) in the Financial Operations Manual (FOM), where the City can refund outstanding debt when the net present value exceeds 3%.

On October 27, 2020, City Council approved the financial advisor's recommendation to refinance the

outstanding SRF loans in an amount not-to-exceed $13,793,000. Council also approved the award for the RFP to go to Suntrust (now Truist), with the final interest rate of 1.21%. The net present value savings on this refinancing is $762,381.55 or 5.66%.
Agenda Item #20-737 on 10/27/20 also noted that Suntrust (now Truist's) debt issuance will be a bond on parity with all other senior debt for the after and Sewer Fund secured by the pledged revenues of the Water and Sewer Fund. Staff, Bond Counsel, the City Attorney and the Financial Advisor have worked to finalize the terms of the loan after Council approval of Agenda Item #20-737.

Staff is requesting approval of Resolution 2020-231 authorizing execution of the Water and Sewer System Revenue Bond, Series 2020 and the Loan Agreement with STI Institutional & Government, Inc. (Suntrust (now Truist)) and Resolution 2020-234 authorizing the Composite Form of the Master Bond Resolution in order to close the refinancing with STI Institutional & Government, Inc. on November 12, 2020. Approval of BAF # 20-030-A is also requested to provide budget for the bond closing costs.

STRATEGIC PLAN CONNECTION:

Refunding the outstanding State Revolving Fund loans reduces debt service, which provides additional funds for operating expenses of the utility system. Additionally, the reserves of approximately $1.8M currently held for the SRF loans will be released and available for utility fund operations.

BUDGETARY IMPACT:

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

Amount Requested	$75,000
Account Number	421-4010-536.73-00
Account Name	Other Debt Service Cost

Source of Funds: Transfer Acct #:421-4010-536.39-00 Contingency

PREVIOUS ACTION:

On September 23, 2020 (Agenda #20-638) City Council authorized Staff to proceed with the advance refunding of the Florida Department of Environmental Protection State Revolving Fund loans through issuance of a Request for Proposal.

On October 27, 2020, (Agenda #20-737) City Council approved the recommendation of the financial advisor to award the refinancing to Suntrust (now Truist) in an amount not-to-exceed of $13,793,000.

RECOMMENDED MOTION:

Council Approval of Resolution 2020-231 Authorizing Execution of the Water and Sewer System Revenue Bond, Series 2020 and the Loan Agreement with STI Institutional & Government, Inc. and Resolution 2020-234 Authorizing the Composite Form of the Master Bond Resolution and Approval of

Related BAF # 20-030-T for Bond Issuance Closing Costs.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8903572&GUID=754EDB4F-1A81-496C-8C2A-55427826E0C1* is a secure document that has been embedded in this document. Double click the pushpin to view.



SOURCES AND USES OF FUNDS

City of Cocoa, Florida
SRF Bank Loan, Series 2020
FOR REVIEW BY BOND COUNSEL AND BANK
*****FOR DISCUSSION PURPOSES ONLY*****

Dated Date	11/12/2020
Delivery Date	11/12/2020

Sources:	
Bond Proceeds:	
Par Amount	13,606,000.00
	13,606,000.00

Uses:	
Project Fund Deposits:	
SRF Pay-Off #81202P	933,976.31
SRF Pay-Off #517050	3,566,204.72
SRF Pay-Off #517020	975,317.31
SRF Pay-Off #517010	529,753.75
SRF Pay-Off #517030	2,841,529.83
SRF Pay-Off #517040	1,230,952.63
SRF Pay-Off #812030	3,457,815.42
	13,535,549.97
Cost of Issuance:	
Bank Counsel	8,000.00
Bond Counsel	22,500.00
Bond Counsel Expenses	2,500.00
Financial Advisor	17,450.00
City Attorney	17,000.00
Misc.	3,000.03
	70,450.03
	13,606,000.00

BOND SUMMARY STATISTICS

City of Cocoa, Florida
SRF Bank Loan, Series 2020
FOR REVIEW BY BOND COUNSEL AND BANK
*****FOR DISCUSSION PURPOSES ONLY*****

Dated Date	11/12/2020
Delivery Date	11/12/2020
Last Maturity	09/15/2030
Arbitrage Yield	1.210099%
True Interest Cost (TIC)	1.210099%
Net Interest Cost (NIC)	1.210000%
NIC w/Interest only	1.210000%
NIC w/Interest & OID	1.210000%
NIC w/Interest, OID & Und. Discount	1.210000%
All-In TIC	1.341166%
Average Coupon	1.210000%
Average Life (years)	4.126
Duration of Issue (years)	3.991
Par Amount	13,606,000.00
Bond Proceeds	13,606,000.00
Total Interest	679,199.82
Net Interest	679,199.82
Total Debt Service	14,285,199.82
Maximum Annual Debt Service	2,430,055.60
Average Annual Debt Service	1,451,502.10
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
Bond Component	13,606,000.00	100.000	1.210%	4.126
	13,606,000.00			4.126

	TIC	All-In TIC	Arbitrage Yield
Par Value	13,606,000.00	13,606,000.00	13,606,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-70,450.03	
- Other Amounts			
Target Value	13,606,000.00	13,535,549.97	13,606,000.00
Target Date	11/12/2020	11/12/2020	11/12/2020
Yield	1.210099%	1.341166%	1.210099%

BOND DEBT SERVICE

City of Cocoa, Florida
SRF Bank Loan, Series 2020
FOR REVIEW BY BOND COUNSEL AND BANK
*****FOR DISCUSSION PURPOSES ONLY*****

Dated Date	11/12/2020
Delivery Date	11/12/2020

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2021	799,000	1.210%	56,249.47	855,249.47	855,249.47
09/15/2021	1,142,000	1.210%	77,482.35	1,219,482.35	
03/15/2022	1,140,000	1.210%	70,573.25	1,210,573.25	2,430,055.60
09/15/2022	974,000	1.210%	63,676.25	1,037,676.25	
03/15/2023	973,000	1.210%	57,783.55	1,030,783.55	2,068,459.80
09/15/2023	985,000	1.210%	51,896.90	1,036,896.90	
03/15/2024	984,000	1.210%	45,937.65	1,029,937.65	2,066,834.55
09/15/2024	853,000	1.210%	39,984.45	892,984.45	
03/15/2025	855,000	1.210%	34,823.80	889,823.80	1,782,808.25
09/15/2025	428,000	1.210%	29,651.05	457,651.05	
03/15/2026	432,000	1.210%	27,061.65	459,061.65	916,712.70
09/15/2026	436,000	1.210%	24,448.05	460,448.05	
03/15/2027	435,000	1.210%	21,810.25	456,810.25	917,258.30
09/15/2027	440,000	1.210%	19,178.50	459,178.50	
03/15/2028	442,000	1.210%	16,516.50	458,516.50	917,695.00
09/15/2028	446,000	1.210%	13,842.40	459,842.40	
03/15/2029	446,000	1.210%	11,144.10	457,144.10	916,986.50
09/15/2029	452,000	1.210%	8,445.80	460,445.80	
03/15/2030	451,000	1.210%	5,711.20	456,711.20	917,157.00
09/15/2030	493,000	1.210%	2,982.65	495,982.65	
03/15/2031					495,982.65
	13,606,000		679,199.82	14,285,199.82	14,285,199.82

FORM 8038 STATISTICS

City of Cocoa, Florida
SRF Bank Loan, Series 2020
FOR REVIEW BY BOND COUNSEL AND BANK
*****FOR DISCUSSION PURPOSES ONLY*****

Dated Date	11/12/2020
Delivery Date	11/12/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	03/15/2021	799,000.00	1.210%	100.000	799,000.00	799,000.00
	09/15/2021	1,142,000.00	1.210%	100.000	1,142,000.00	1,142,000.00
	03/15/2022	1,140,000.00	1.210%	100.000	1,140,000.00	1,140,000.00
	09/15/2022	974,000.00	1.210%	100.000	974,000.00	974,000.00
	03/15/2023	973,000.00	1.210%	100.000	973,000.00	973,000.00
	09/15/2023	985,000.00	1.210%	100.000	985,000.00	985,000.00
	03/15/2024	984,000.00	1.210%	100.000	984,000.00	984,000.00
	09/15/2024	853,000.00	1.210%	100.000	853,000.00	853,000.00
	03/15/2025	855,000.00	1.210%	100.000	855,000.00	855,000.00
	09/15/2025	428,000.00	1.210%	100.000	428,000.00	428,000.00
	03/15/2026	432,000.00	1.210%	100.000	432,000.00	432,000.00
	09/15/2026	436,000.00	1.210%	100.000	436,000.00	436,000.00
	03/15/2027	435,000.00	1.210%	100.000	435,000.00	435,000.00
	09/15/2027	440,000.00	1.210%	100.000	440,000.00	440,000.00
	03/15/2028	442,000.00	1.210%	100.000	442,000.00	442,000.00
	09/15/2028	446,000.00	1.210%	100.000	446,000.00	446,000.00
	03/15/2029	446,000.00	1.210%	100.000	446,000.00	446,000.00
	09/15/2029	452,000.00	1.210%	100.000	452,000.00	452,000.00
	03/15/2030	451,000.00	1.210%	100.000	451,000.00	451,000.00
	09/15/2030	493,000.00	1.210%	100.000	493,000.00	493,000.00
		13,606,000.00			13,606,000.00	13,606,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/15/2030	1.210%	493,000.00	493,000.00		
Entire Issue			13,606,000.00	13,606,000.00	4.1255	1.2101%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	70,450.03
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

Legislation Details (With Text)

File #:	20-718	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/13/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the Sourcewell Contract No. 012418-VRM to Purchase a Vermeer D8x12 S3 Navigator Boring Machine and Associated Equipment. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Vermeer D8x12 S3 Navigator Quote - Revised.pdf Standard Form for New Piggyback Contract_Vermeer_Contract No. 012418-VRM.pdf Soucewell Contract 012418-VRM Acceptance and Award.pdf Sourcewell Contract 012418-VRM Forms.pdf Sourcewell Contract 012418-VRM Information.pdf Sourcewell Contract 012418-VRM Pricing Information.pdf Sourcewell Contract 012418-VRM RFP.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 8, 2020
Agenda Date: November 10, 2020
Prepared By: Melinda M. Keesee, Field Operations Technician
Through: Chris M. Collier, Assistant Utilities Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the Sourcewell Contract No. 012418-VRM to Purchase a Vermeer D8x12 S3 Navigator Boring Machine and Associated Equipment

BACKGROUND:

The Water Field Operations Division (WFO) is requesting the approval to purchase a new Vermeer D8x12 S3 Navigator boring machine and associated equipment under the approved CIP project, CP-UT-20-VB (Project No. WS21BR).

Brevard County permits require that any service line installed must include casing (sleeves) on the service line. Purchasing the Vermeer S3 Navigator boring machine will assist the City in meeting this requirement and will provide WFO with an improved method of installing service lines by decreasing the time spent to install service lines and increasing operational efficiency.

Staff recommends approval to participate in the Sourcewell 012418-VRM cooperative purchase agreement to purchase a Vermeer D8x12 S3 Navigator boring machine and associated equipment.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested:	$95,657
Account Number:	421-4025-536.64-00, WS21BR
Account Name:	Machinery and Equipment
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Vermeer Southeast of Orlando, Florida, Utilizing the Sourcewell Contract No. 012418-VRM to Purchase a Vermeer D8x12 S3 Navigator Boring Machine and Associated Equipment.

2020 Vermeer Corporate Account Pricing

Sourcewell Public Utility Equipment Contract # 012418-VRM

☐ QUOTE
☑ ORDER

Sourcewell Formerly NJPA
Awarded Contract
Contract # 012418-VRM

D8x12 S3 Navigator

Basic Unit

D8x12 S3 Navigator w/ Remote Lockout (002); Kohler T4F KDI1903 48hp engine (041); 9GPM FMC Pump (322); 6' rack option for 1.66" drill rod (062); Bundle of 30 - 1.66" x 6' Drill Rod (250); 1 gallon bucket auto greaser (171); Telematics (AM002)

Basic Unit Price: $75,617.00

Required Items: (check one) — **Add to Basic Unit**

- ☐ MX125 Gas Power Pack Mud System (MX125001)
- ☐ MX125 Diesel Power Pack Mud System (MX125002)
  - ☐ 250 Gallon Tank (MX125010)
  - ☐ 300 Gallon Tank (MX125011)
  - ☐ 500 Gallon Tank - Narrow (approx. 101" long x 28" wide x 69" high) (MX125012)
  - ☐ 500 Gallon Tank - Wide (approx. 73" long x 36" wide x 75" high) (MX125013)
  - ☐ Supply Hose - 2" x 50' (MX125021)

Required Items: (check one locator and one sonde choice)

- ☐ Falcon F1 System w/ Frequency monitoring and FT1 Singleband 15"BTW 0.1% Pitch Reg: Drill to Function
- ☐ Falcon F2 System w/ Frequency monitoring and FT2 Wideband 15"BTW 0.1% Pitch 1: Drill to Function
- ☐ Falcon F5 System w/ Frequency monitoring and FT2 Wideband 15" BTW 0.1% Pitch 1; Drill to Function; F5 Log while Drilling Kit (Blue Tooth Dongle, Software Disc & Manual) and Color Display) w/FT5p Wideband 15" BTP 0.1% Pitch w/ Fluid Pressure - For use with the F5 only
  - ☐ FCD Falcon Compact Display - Does not have drill to capability
  - ☐ AF8 Remote w/ Stand w/ Drill to Function (not to be used if Aurora is included on machine. For use w/ F2 & F5.

Optional Features: (options replace basic unit features, for addt'l cost as listed)

- ☐ 6' Rack option for 1.32" Drill Rod (063); in lieu of 6' Rack option for 1.66" drill rod (062)
- ☐ Bundle of 30- 1.32"x6' Drill Rod (251); in lieu of 1.66"x6' Drill Rod (250)
- ☐ 25 Gal on board tank (351)
- ☒ Miscellaneous Features: sales code _ _ _ Umbrella/Bracket/Bit/Adapter — **$1,500.00**

Tool Options / Stakedown Stakes

- ☒ Sideload 2.5" OD Housing - X FST #200 (B) - 15" Sonde (296448877) — **$1,141.00**
- ☐ Portable Breakout Device- 11,500 ft-lbs (PBD115000)
- ☐ Premium 2.75" OD Housing - W-QF 300 x 2-4 ACME (includes 1.66 starter rod, collar & adapter) (296455068)
- ☐ Aggressive Stake Weldment - (296461552 x qty 2 required)

Extended Warranties and Maintenance Packages on Directional Drill: (choose one)

- ☐ 2 Year Parts & Labor Warranty (PL2)
- ☒ 2 Year Confidence Plus (CP2) - Includes 2 Year Parts & Labor Warranty and initial 4 services — **$4,379.00**
- ☐ 3 Year Parts and Labor Warranty (PL3)
- ☐ 3 Year Confidence Plus (CP3) - Includes 3 Year Parts & Labor Warranty and initial 4 services
- ☐ Planned Maintenance Package 4-Intervals (PM) — **Must Enter Qty:** 0

NOTE: For a quote on trailers, reamers, and additional drill rod, please see your local Vermeer dealer.

Recommended Package Total:	**$82,637.00**
Dealer Freight, Prep, and Training:	**$6,170.00**
Trailer Package:	**$6,850.00**
Reamers:	

Date:	10/8/2020
For:	City of Coca, FL
Sourcewell Member #:	46478
Provided By:	Vermeer Southeast
Contact Name:	Scott Gabor
Mobile #:	407-446-9566

Total:	**$95,657.00**
Sales Tax:	
Grand Total:	**$95,657.00**

Pricing effective 06/28/20
NOTE: All pricing in USD $
NOTE: Include applicable sales tax
Quotes valid for 30 days

ACCEPTED:

Vermeer
BY: _____
DATE: _____

Customer
BY: _____
DATE: _____

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.

Vermeer

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Vermeer Corporation.** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with NJPA CoOp, said contract being identified as: Contract No. 012418-VRM, Trenchers, Directional Drills & Vacuum Excavators (referred to as the "original government contract").

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

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

Time Period ("Term") of the Agreement:

The effective date of this agreement shall commence upon the latest date signed by both mutual parties and will expire on March 14, 2022. This contract may be extended for one (1) additional year at the discretion of NJPA.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

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

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in

the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

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

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

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

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

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

Entered this 23 day of October

Scott Gabor Regional Manager
(Print Name / Title)

(Signature)

10 - 23 - 2020
(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

Attested By: -- City Clerk

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-VRM

Proposer's full legal name: Vermeer Corporation

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-VRM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Vermeer Corporation

Authorized Signatory's Title Corporate Account Manager

VENDOR AUTHORIZED SIGNATURE

Chad Tousey
(NAME PRINTED OR TYPED)

Executed on March 19, 2018

NJPA Contract # 012418-VRM

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Vermeer Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		-none-	

Proposer's Signature: Chad Tousey **Date:** 1-22-18

NJPA's clarification on exceptions listed above:

Review and Approved:

2/28/18

NJPA Legal Department

FORM D

Formal Offering of Proposal

(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Vermeer Corporation Date: January 18, 2018

Company Address: 1210 Vermeer Road East

City: Pella State: IA Zip: 50219

CAGE Code/Duns & Bradstreet Number: 11457 / 00-527-4071

Contact Person: Chad Tousey Title: Corporate Accounts Coordinator

Authorized Signature: Chad Tousey Chad Tousey

(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-VRM

Proposer's full legal name: Vermeer Corporation

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-VRM

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Vermeer Corporation

Authorized Signatory's Title Corporate Account Manager

VENDOR AUTHORIZED SIGNATURE

Chad Tousey
(NAME PRINTED OR TYPED)

Executed on March 19, 2018

NJPA Contract # 012418-VRM

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Vermeer Corporation

Address: 1210 Vermeer Road East

City/State/Zip: Pella, IA 50219

Telephone Number: 641-621-8531

E-mail Address: ctousey@vermeer.com

Authorized Signature: Chad Tousey

Authorized Name (printed): Chad Tousey

Title: Corporate Accounts Manager

Date: 1-19-18

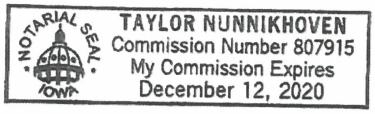
Notarized

Subscribed and sworn to before me this 19th day of January, 2018

Notary Public in and for the County of Marion State of Iowa

My commission expires: December 12, 2020

Signature: Taylor Nunnikhoven



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Vermeer Corporation

Questionnaire completed by: Chad Tousey

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Payment Terms are Net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

- ***Vermeer Corporation will utilize a Business-to-Government order process and funds flow.***
- ***Vermeer will establish a national marketing program for the public utility equipment contract like what is already in place with NJPA today.***
- ***The Process Flow for NJPA orders will be structured to minimize the impact for both the sales team and our customers as indicated below:***

1. ***Customer contacts the local dealer for NJPA contract purchase***
2. ***Determine if local agency is NJPA member***
   a. ***If member – proceed***
   b. ***If not a current member – assist agency with online membership application***
3. ***Dealer determines product specifications and supplies quote***
   a. ***Pricing – percentage discount from catalog pricing***
4. ***Develop quote with :***
   a. ***Machine pricing***
   b. ***Freight – based on zoned freight matrix***
5. ***Quote presented to local agency***
   a. ***Accepted – proceed to order process***
   b. ***Denied – Dealer does not proceed, seeks possible assistance; Vermeer Corporate & NJPA***
6. ***Dealer places machine order***

7. ***Dealer receives machine and preps for delivery to local agency***
8. ***Dealer delivers machine to customer***
    a. ***Perform operator review as needed***
    b. ***File equipment registration***
9. ***Dealer submits copy of their dealer-to-NJPA member invoice to Vermeer Corporation***
10. ***Vermeer Corporation adds the purchase to the NJPA quarterly sales report.***
    a. ***Vermeer Corporation makes payment to NJPA quarterly and sends the corresponding report.***

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Full description of our one year warranty is provided in manufacturer Warranty Statements.

See attachment Form P-5.1.

Extended warranties are available.

- Do your warranties cover all products, parts, and labor?

  All materials and labor are covered as described in manufacturer Warranty Statements. See attachment Form P-5.1.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

  We have the facilities and technicians available to perform warranty throughout the entire United States and Canada.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

  Warranties will be passed on to the original equipment manufacturer.

- What are your proposed exchange and return programs and policies?

  Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.

6) Describe any service contract options for the items included in your proposal.

   Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options.

   See attachment Form P-6.1.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

   Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Public Utility Equipment RFP, the discounts are up to 14%. NJPA's discount is noted within the folder name of each product category that contains the pricing templates. There is a pricing template for each model that incorporates the appropriate and stated discount for each unit and options for each model. The pricing templates utilize model numbers and sales codes rather than SKU numbers.

   Each pricing template includes a line item for freight. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the pricing template and the freight matrix. By supplying both product price and freight as part of the "bid price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer

   This is the same system that has been used, and refined, for the past eight years. To date, based on feedback from our contract administrator, the use of these templates works well for NJPA and their members. We will continue to work with NJPA to refine this method if needed.

   See attachment Form P-8.1 for pricing templates and freight matrix.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

   The breakdown of specific discounts per product group are detailed within the folder name of each product category that contains the pricing templates. Please see the folders in attachment Form P-8.1 for a complete detailed list of discounts. For most of Vermeer equipment utilized by NJPA and its members, the discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

__X__ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity discounts may apply when a large quantity of units are being ordered at one time. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Cost Plus up to 18% trailers
Cost Plus up to 35% all other items

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price.

RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges:

CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine has to sit until the registration process is complete or there is risk of being issued a citation.

Tire tax of $1.75 per tire. This is required for anything with tires.

Registration fee for units that have to be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

We have provided a freight matrix which includes any applicable freight costs. For those products that are more specialized in nature, we included a maximum freight rate as a way to provide the NJPA member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the iscounted model price in conjunction with the zone based freight matrix. Delivery is included in this total price for each unit.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for NJPA.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

Each dealer receives funding from Vermeer Corporation for products sold and delivered to NJPA members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department (specifically to Shelly Larson and Jodi Schnell), stating the NJPA program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the NJPA program.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Vermeer Corporation is proposing a 1.4% administrative fee to be paid to NJPA when reporting quarterly sales.

Industry-Specific Questions

19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.

Drills- Series 3 (Speed, Sound, Simplicity)

1. ***focus on increasing speed of machine (carriage speed, rotation speed, tracking speed)***
2. ***focus on engine shielding and cooling package to reduce sound at operator's ear***
3. ***focus on making the machines as easy to run as possible***

Common Machine Controls- if an operator is used to running any of our drills they can comfortably run a larger or smaller drill with limited training

Aurora Touchscreen Display- both locating and drilling display in clear view of the operator

Marine grade controls- eliminates rocker switches. All non-drilling functions are located on one key pad

Dial control- operator can easily change drill settings using dial located on control station

Variety of Rod Options- right tool for the job

Excavator style cabs for greater comfort and legroom

Narrow Width drills to access small and limited job site openings

Ride-on Tractors

Integrated system display allows monitoring of machine functions

Common controls across the trencher lineup providing better training, efficiency and productivity

Large fuel tanks for increased productivity on the job

Interchangeable axle hubs allowing a change from tracks to rubber tires

20) Provide examples from your product offering that are not available from most competitors in this industry.

Drills

Bolt-on rack and pinion for easy change-out

CanBus system for onboard diagnosis

Dual screen display options

Pre and post planning tools providing detail reports making the job more efficient

Marine grade controls for all weather conditions

One piece forged drill rod for added strength and durability

Ride-On Tractors

"Auto Creep" is a Vermeer exclusive feature monitoring engine speed and maintaining the correct load for production.

Quad tracks are available on all ride-on tractors from the RTX450 to the RTX1250.

21) Explain how your equipment in this category reduces down-time on the job site.

Drills

Can Bus system- to display fault codes and onboard diagnosis to identify what parts are needed to fix the issue

Commonality of parts- focus on using common components which makes it so our service techs are used to working on components even on new machines, which decreases diagnostic time

Vise Logic- helps to decrease stresses on the drill rods due to improper operation

Bolt-on rack and pinion- easily change out rack and pinion rather than having to break welds

Ride-On Tractors

Heavy Duty axle options for increased durability

Quad track options allow for more flotation and higher tractive effort

Detailed descriptions of fault codes on the DP10 digital display enabling the technician to have the appropriate parts for the initial service call.

22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.

Drills
CanBus system for onboard diagnosis
Dual screen display options

Ride-On Tractors

Auto Creep uses the computer to maintain the ideal engine load, consistently for maximum production Trench Sense monitors engine speed and overrides the controls automatically to help reduce engine stalls and hydraulic pressure spikes.

Automatic applied and released parking brakes allow for safe operations and reduce operator error of driving through the brakes.

Productivity Tools

Vermeer offers integrated on rig telematics (Vermeer Fleet) options across the Series 3 drill line-up. Vermeer Fleet provides fleet managers equipment GPS location to efficiently locate and route equipment and crews to the jobsite. Vermeer Fleet identifies planned maintenance schedules and captures completed services, while displaying idle times and fuel consumed. Vermeer Fleet also helps managers identify operating expense reduction opportunities and prompts them to take action on a machine with maintenance alert notifications and fault diagnostic codes.

Advanced telematics (Vermeer Fleet +Edge) available on the D23x30S3, D24x40S3 and D40x55S3 help increase job productivity by managing and analyzing operational data. With this tool you can capture near real-time machine data, such as mud flow, thrust and pullback force and rotational torque on a rod-by-rod basis. Operations and fleet managers can review machine information at any point in time during or after a drilling operation to help improve the performance of the equipment and crews.

Vermeer Projects, a mobile bore planning and as-built collection tool, allows users to capture utility locations and depths in a GIS environment and plan a bore path designed to avoid buried utilities and obstacles. This bore plan can be exported from Vermeer Projects and uploaded to Vermeer BoreAssist on the DCI Aurora display. Vermeer BoreAssist allows users to view the bore plan profile and rod-by-rod plan on the rig as well as actual depth and pitch recordings as they are recorded on the locator. Users can view bore path progress and use the information provided in BoreAssist to make bore path corrections during the bore.

23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?

In order to eliminate waste from our manufacturing processes, we first need to teach our team members what waste looks like (the 8 common wastes in any process) and what value added and non-value added activities are. Once they are equipped with this knowledge we empower them to eliminate waste through the kaizen methodology and tools. This can take place during their day to day work or during a formal kaizen event. The methodology includes understanding our current state and problem identification through the eyes of the team member or the customer of a process. As we eliminate waste from our processes, we become safer, more productive and produce better quality. All of these things contribute to the cost of our product.

The same methodology applies to product development. We strive to understand customer needs or the problems they are experiencing and then develop a solution to meet that need. If we developed options or products that don't help our customers solve a problem we are consuming resources without a purpose, which would be introducing waste in to our business.

Similar to our internal process improvement, we want our customers to be safe, productive and do quality work so we look at how our products function and serve their intended purpose.

24) Explain how your distributors are set up to provide service and support for equipment in this industry.

Vermeer aims to provide each customer with a differentiated, highly personalized experience consistently through the robust dealer network with locations to cover the United States and Canada.

See attachments: Form A 18.1 & 18.2

From selecting the right equipment, to training operators, to providing the parts and service needed, Vermeer dealerships give our customers the localized support and confidence to get the job done while maximizing productivity, whether it's on the jobsite or in the field.

Support is far from over following the initial sale. Equipping customers with the right parts at the right time to keep yellow iron working productively is a top priority. Vermeer delivers additional business confidence through enhanced support and parts availability. Customers can feel confident knowing there is a partner nearby, whose goal is to be their equipment dealer of choice.

25) Identify how your products, services and supplies address the scope of this RFP.

The need for clean water, faster communication and reliable access to electricity requires a range of equipment that can work in the most rural, remote areas and the most congested, populous cities, in a range of ground conditions – from hard rock to clay to cobble.

Anticipating the variety of conditions in which installation of these vital utilities are performed, Vermeer offers a comprehensive and high-quality product offering, including horizontal directional drills, guided boring systems, trenchers, vibratory plows, rockwheels, piercing tools and vacuum excavators, as well as a range of tooling, accessories, and support equipment ready to see you though the most challenging jobs.

Signature: Chad Tousey Date: 1-22-18

Sourcewell

Sourcewell
Awarded Contract

Vermeer

Trenchers, Directional Drills, & Vacuum Excavators

#012418-VRM

Maturity Date: 03/14/2022

Contract Documents

Contract Documents

Public Utility Equipment with Related Accessories and Supplies

Contract #012418-VRM
Effective 03/14/2018 - 03/14/2022

Contract Documentation

- **Request for Proposal (RFP)** (1.4 MB)
- **Contract Forms** (22.8 MB)
- **Contract Acceptance and Award** (40.93 KB)

Competitive Solicitation Documentation

- **Affidavit of Advertisement** (2.27 MB)

Vermeer #012418-VRM

Pricing for contract #012418-VRM offers Sourcewell participating agencies up to a 14% discount.

- Volume discounts my apply when large quantity of units are being ordered at one time. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss

National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

JANUARY 25, 2018
8:30 a.m. Central Time
At the offices of the
National Joint Powers Alliance®
202 12th Street Northeast, Staples, MN 56479

RFP #012418

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #012418 PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning December 7, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until January 24, 2018 at 4:30 p.m. Central Time at the above address and opened January 25, 2018 at 8:30 a.m. Central Time.

RFP Timeline

December 7, 2017	**Publication of RFP in the print and online version of *USA Today*, in the print and online version of the *Salt Lake News* within the State of Utah, in the print and online version of the *Daily Journal of Commerce* within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of *The State* within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.**
January 9, 2018 10:00 a.m. CT	**Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.**
January 17, 2018	**Deadline for RFP questions.**
January 24, 2018 4:30 p.m. CT	**Deadline for Submission of Proposals. Late responses will be returned unopened.**
January 25, 2018 8:30 a.m. CT	**Public Opening of Proposals.**

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units…may jointly or cooperatively exercise any power common to the contracting parties…" This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. **National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency's needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track):

3.17.1.1 telescopic, articulated, mast, and boom, aerial lifts, towers, buckets, and platforms; and,

3.17.1.2 derricks, diggers, pole jacks, and cable placers, stringers, tensioners, pullers, and reels.

3.17.2 Chassis-mounted, trailer-mounted, and self-propelled (wheel or track), trenchers, directional drilling, thrust, and boring machines, pipeline drills, and soil piercing tools.

3.17.3 Equipment offering a combination of the functions described in subsections 3.17.1 and 3.17.2.

3.17.4 Pumps equal to or exceeding 20HP, such as mud pumps, trash pumps, diesel-driven/hydraulic-driven/electrically-driven centrifugal pumps, and other pumps used in municipal applications such as lift stations, sewage treatment, water treatment, collection systems and dewatering. (A pump proposal may include pump models under 20HP so long as those offerings are incidental to a primary offering of 20HP or higher models.)

3.17.5 Chassis-mounted, trailer-mounted, or skid-mounted hydro and/or vacuum excavators for the purpose of utility (gas, electric, water or telecom) infrastructure installation, but not for the purpose of sewer cleaning, catch basin cleaning, jet rodding/jet flushing, wet well/lift station cleaning or storm line cleaning (See NJPA RFP #122017).

3.17.6 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.6.1 This solicitation should NOT be construed to include any of the following:

a. heavy construction equipment (see NJPA RFP #032515);
b. skid steers or excavators (see NJPA RFP #042815);
c. trailers (see NJPA RFP #052015);
d. sewer vaccum, hydro-excavation or street sweeping and broom equipment (See NJPA RFP #122017);
e. truck chassis-only proposals (see NJPA RFP #081716) or,
e. ag tractors (see NJPA RFP #021815).

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/ products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry

standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice "of good, better, best" multiple-grade solutions to meet NJPA Members' needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members' needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA's option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer's knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be clearly disclosed in the "Total Cost of Acquisition" section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. NJPA may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA's competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **"Hold for Proposal Opening,"** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under "Current and Pending Solicitations") and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP**.** All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

4 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is $65 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as "Hot List," "Sourced Products," and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published "List Price" as well as a "Proposed Contract Price" in their pricing matrix. Published List Price will be the standard "quantity of one" price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 "Cost plus a percentage of cost" as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as "Hot List" pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a compete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the

scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

5 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the "Warranty" criterion does not apply to a particular RFP, the points normally awarded under "Warranty" may be used to increase the number of potential points in another evaluation category or categories.) The "Pricing" criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to "Pricing." But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members' needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness," found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if "not applicable" is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP**.** Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, $1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of $1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability—Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence $1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA does

not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more that permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NPJA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE–ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in

this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing

documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is "Executed for the Benefit of [NJPA Member name]."

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA's authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the

Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]

Form A

PROPOSER QUESTIONNAIRE- General Business Information

*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
2) Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES industry.
3) Provide a detailed description of the products and services that you are offering in your proposal.
4) What are your company's expectations in the event of an award?
5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
    a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
    b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
10) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.
11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

12) Describe any relevant industry awards or recognition that your company has received in the past five years.

13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

    a) Sales force.

    b) Dealer network or other distribution methods.

    c) Service force.

    Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

20) a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract. b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

25) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

28) Describe any technological advances that your proposed products or services offer.

29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

Form B

PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name:_____Title:_____

Email: _____Phone:_____

Who is your company's primary contact person for this proposal?

Name: _____Title:_____

Email: _____Phone:_____

Other important contact information

Name: _____Title:_____

Email: _____Phone:_____

Name: _____Title:_____

Email: _____Phone:_____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ **Date:** _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #012418

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City:_____ State: _____ Zip: _____

CAGE Code/Duns & Bradstreet Number:_____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #012418 _____

_____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ _____

NJPA Executive Director (Name printed or typed)

Awarded this _____ day of_____, 20_____ **NJPA Contract Number #012418**

NJPA Authorized signature: _____ _____

NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #012418**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____ _____

(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #012418**

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address:_____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	**1000**	

Reviewed by: _____ Its_____

_____Its_____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
    - Do your warranties cover all products, parts, and labor?
    - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
    - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
    - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
    - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
    - What are your proposed exchange and return programs and policies?
6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.

20) Provide examples from your product offering that are not available from most competitors in this industry.

21) Explain how your equipment in this category reduces down-time on the job site.

22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.

23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?

24) Explain how your distributors are set up to provide service and support for equipment in this industry.

25) Identify how your products, services and supplies address the scope of this RFP.

Signature: _____Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with $1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME: _____

NJPA CONTRACT NUMBER: _____

☐ Adding Products/Services vices

☐ Deleting Products/Services

☐ Price Increase

☐ Price Decrease

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.
EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

_____ _____

Vendor Authorized Signature Date

_____

Print Name and Title of Authorized Signer

_____ _____

Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO Date

Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
Oregon
Hawaii
Washington

Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii

County
- Hawaii County
- Kauai County
- Maui County

Municipality
- City and County of Honolulu

Higher Education
- Hawaii Community College
- Honolulu Community College
- University of Hawaii
- University of Hawaii Research Corporation
- Windward Community College

Education (K-12)
- Hanalani Schools
- Kamehameha Schools

Special District
- Hawaii Community Development Authority
- Hawaii Public Housing Authority
- Hawaii Tourism Authority
- Honolulu Authority for Rapid Transportation
- Natural Energy Laboratory of Hawaii Authority

State
- Hawaii Department of Accounting and General Servic
- Hawaii Department of Finance and Administration
- Hawaii Department of Health
- Hawaii Employer-Union Health Benefits Trust Fund
- Hawaii Health Systems Corporation
- State Of Hawaii

Idaho

County
- Ada County
- Adams County
- Bannock County
- Bear Lake County
- Benewah County
- Bingham County
- Blaine County
- Boise County
- Bonner County
- Bonneville County
- Boundary County
- Butte County
- Camas County
- Canyon County
- Caribou County
- Cassia County
- Clark County
- Clearwater County
- Custer County
- Elmore County
- Franklin County
- Fremont County
- Gem County
- Gooding County
- Idaho County
- Jefferson County
- Jerome County
- Kootenai County
- Latah County
- Lemhi County
- Lewis County
- Lincoln County
- Madison County
- Minidoka County
- Nez Perce County
- Oneida County
- Owyhee County
- Payette County
- Power County
- Shoshone County
- Teton County
- Twin Falls County
- Valley County
- Washington County

Municipality
- City of Aberdeen
- City of Albion
- City of American Falls
- City of Ammon
- City of Arco
- City of Arimo
- City of Ashton
- City of Athol
- City of Atomic City
- City of Bancroft
- City of Bellevue
- City of Blackfoot
- City of Bliss
- City of Bloomington
- City of Boise
- City of Bonners Ferry
- City of Bovill
- City of Buhl
- City of Burley
- City of Caldwell
- City of Cambridge
- City of Carey
- City of Cascade
- City of Castleford
- City of Challis
- City of Chubbuck
- City of Clayton
- City of Clifton
- City of Coeur d'Alene
- City of Council
- City of Craigmont
- City of Crouch
- City of Culdesac
- City of Dalton Gardens
- City of Dayton
- City of Deary
- City of Dietrich
- City of Donnelly

Oregon

County
- Baker County
- Benton County
- Central Oregon Intergovernmental Council
- Clackamas County
- Clackamas County Service District No. 1
- Clatsop County
- Columbia County
- Coos County
- Crook County
- Curry County
- Deschutes County
- Douglas County
- Gilliam County
- Grant County
- Harney County
- Hood River County
- Jackson County
- Jefferson County
- Josephine County
- Klamath County
- Lake County
- Lane Council of Governments
- Lane County
- Lincoln County
- Linn County
- Malheur County
- Marion County
- Marion County Housing Authority
- Morrow County
- Multnomah County
- Polk County
- Sherman County
- Tillamook County
- Umatilla County
- Union County
- Wallowa County
- Wasco County
- Washington County
- Wheeler County
- Yamhill County

Municipality
- City of Adair Village
- City of Adrian
- City of Albany
- City of Amity
- City of Arlington
- City of Ashland
- City of Astoria
- City of Athena
- City of Aumsville
- City of Aurora
- City of Baker City
- City of Bandon
- City of Banks
- City of Bay City
- City of Beaverton
- City of Bend
- City of Boardman
- City of Brookings
- City of Brownsville
- City of Burns
- City of Canby
- City of Cannon Beach
- City of Canyonville
- City of Carlton
- City of Cascade Locks
- City of Cave Junction
- City of Central Point
- City of Chiloquin
- City of Clatskanie
- City of Coburg
- City of Columbia City
- City of Condon
- City of Coos Bay
- City of Coquille
- City of Cornelius
- City of Corvallis
- City of Cottage Grove
- City of Cove
- City of Creswell
- City of Culver
- City of Dallas
- City of Damascus

South Carolina

County
- Abbeville County
- Aiken County
- Allendale County
- Anderson County
- Bamberg County
- Barnwell County
- Beaufort County
- Berkeley County
- Calhoun County
- Catawba Regional Council of Governments
- Central Midlands Council of Governments
- Charleston County
- Cherokee County
- Chester County
- Chesterfield County
- Clarendon County
- Colleton County
- Darlington County
- Dillon County
- Dorchester County
- Edgefield County
- Fairfield County
- Florence County
- Georgetown County
- Greenville County
- Greenwood County
- Hampton County
- Horry County
- Jasper County
- Kershaw County
- Lancaster County
- Laurens County
- Lee County
- Lexington County
- Lower Savannah Council of Governments
- Marion County
- Marlboro County
- McCormick County
- Newberry County
- Oconee County
- Orangeburg County
- Pickens County
- Richland County
- Saluda County
- Spartanburg County
- Sumter County
- Union County
- Williamsburg County
- York County

Municipality
- City of Abbeville
- City of Aiken
- City of Anderson
- City of Barnwell
- City of Beaufort
- City of Belton
- City of Bennettsville
- City of Bishopville
- City of Camden
- City of Cayce
- City of Charleston
- City of Chesnee
- City of Chester
- City of Clemson
- City of Clinton
- City of Columbia
- City of Conway
- City of Darlington
- City of Denmark
- City of Dillon
- City of Easley
- City of Florence
- City of Folly Beach
- City of Forest Acres
- City of Fountain Inn
- City of Gaffney
- City of Georgetown
- City of Goose Creek
- City of Greenville
- City of Greenwood
- City of Greer
- City of Hanahan
- City of Hardeeville

Utah

County
- Beaver County
- Box Elder County
- Cache County
- Carbon County
- Daggett County
- Davis County
- Duchesne County
- Duchesne County Special Service District No. 2
- Emery County
- Five County Association of Governments
- Garfield County
- Grand County
- Iron County
- Juab County
- Kane County
- Millard County
- Morgan County
- Piute County
- Rich County
- Salt Lake County
- San Juan County
- Sanpete County
- Sevier County
- Summit County
- Tooele County
- Uintah County
- Utah County
- Wasatch County
- Washington County
- Wayne County
- Weber County

Municipality
- Centerfield City
- City of Alpine City
- City of American Fork
- City of Aurora
- City of Ballard
- City of Beaver
- City of Blanding
- City of Bluffdale
- City of Bountiful
- City of Brigham
- City of Castle Dale
- City of Cedar City
- City of Cedar Hills
- City of Centerville
- City of Clearfield
- City of Clinton
- City of Coalville
- City of Colorado City
- City of Corinne City
- City of Cottonwood Heights
- City of Delta
- City of Draper
- City of Duchesne
- City of East Carbon
- City of Elk Ridge
- City of Elmo
- City of Enoch
- City of Enterprise
- City of Ephraim
- City of Escalante
- City of Eureka
- City of Fairview
- City of Farmington
- City of Farr West
- City of Ferron
- City of Fillmore
- City of Fountain Green
- City of Fruit Heights
- City of Garland
- City of Grantsville
- City of Green River
- City of Gunnison
- City of Harrisville
- City of Heber City
- City of Helper City
- City of Herriman
- City of Highland
- City of Hildale
- City of Holladay
- City of Honeyville
- City of Hooper

Washington

County
- Adams County
- Asotin County
- Benton County
- Chelan County
- Clallam County
- Clark County
- Columbia County
- Cowlitz County
- Douglas County
- Ferry County
- Franklin County
- Garfield County
- Grant County
- Grays Harbor County
- Island County
- Jefferson County
- King County
- King County Directors' Association
- Kitsap County
- Kittitas County
- Klickitat County
- Lewis County
- Lincoln County
- Mason County
- Okanogan County
- Pacific County
- Pend Oreille County
- Pierce County
- San Juan County
- Skagit County
- Skamania County
- Snohomish County
- Spokane County
- Stevens County
- Thurston County
- Thurston Regional Planning Council
- Wahkiakum County
- Walla Walla County
- Whatcom County
- Whitman County
- Yakima County
- Yakima County Public Services
- Yakima Valley Conference of Governments

Municipality
- City of Aberdeen
- City of Airway Heights
- City of Algona
- City of Anacortes
- City of Arlington
- City of Asotin
- City of Auburn
- City of Bainbridge Island
- City of Battle Ground
- City of Bellevue
- City of Bellingham
- City of Benton City
- City of Bingen
- City of Black Diamond
- City of Blaine
- City of Bonney Lake
- City of Bothell
- City of Bremerton
- City of Brewster
- City of Bridgeport
- City of Brier
- City of Buckley
- City of Burien
- City of Burlington
- City of Camas
- City of Carnation
- City of Cashmere
- City of Castle Rock
- City of Centralia
- City of Chehalis
- City of Chelan
- City of Cheney
- City of Chewelah
- City of Clarkston
- City of Cle Elum
- City of Clyde Hill
- City of Colfax
- City of College Place
- City of Colville

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
	City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
	City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
	City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
	City of Eagle	City of Donald	City of Lake City	City of Ivins	City of Dayton
	City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
	City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
	City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
	City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duvall
	City of Fernan Lake Village	City of Eagle Point	City of Loris	City of Layton	City of East Wenatchee
	City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
	City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
	City of Franklin	City of Enterprise	City of Mauldin	City of Lindon	City of Electric City
	City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Ellensburg
	City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
	City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
	City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
	City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
	City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
	City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
	City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
	City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
	City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of Fife
	City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
	City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
	City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
	City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
	City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
	City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
	City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
	City of Hollister	City of Greenhorn	City of Walhalla	City of Myton	City of Grandview
	City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
	City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
	City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
	City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
	City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
	City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
	City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlotus
	City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
	City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
	City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
	City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
	City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
	City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
	City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
	City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
	City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
	City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
	City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
	City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
	City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
	City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
	City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
	City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
	City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
	City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
	City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
	City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
	City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
	City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
	City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
	City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
	City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
	City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
	City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
	City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
	City of New Meadows	City of Lonerock	Town of Donalds	City of Smithfield City	City of Mesa
	City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
	City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
	City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
	City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
	City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
	City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
	City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
	City of Parma	City of McMinnville	Town of Elloree	City of St. George	City of Mountlake Terrace
	City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
	City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
	City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
	City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
	City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
	City of Pocatello	City of Milwaukie	Town of Gaston	City of Toquerville	City of Newport
	City of Ponderay	City of Molalla	Town of Gifford	City of Tremonton	City of Nooksack
	City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
	City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
	City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
	City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
	City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
	City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores
	City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
	City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
	City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
	City of Riggins	City of Nehalem	Town of Hilda	City of West Haven City	City of Oroville
	City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
	City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello

Hawaii

Idaho

City of Rockland
City of Rupert
City of Salmon
City of Sandpoint
City of Shelley
City of Shoshone
City of Smelterville
City of Soda Springs
City of Spirit Lake
City of St. Anthony
City of St. Charles
City of Stanley
City of Star
City of Stites
City of Sugar City
City of Sun Valley
City of Tensed
City of Tetonia
City of Troy
City of Twin Falls
City of Ucon
City of Victor
City of Wallace
City of Weippe
City of Weiser
City of Wendell
City of Weston
City of White Bird
City of Wilder
City of Winchester

Higher Education

Boise State University
College of Southern Idaho
College of Western Idaho
Eastern Idaho Technical College
Idaho Division of Professional Technical Education
Idaho State University
Lewis-Clark State College
North Idaho College
University of Idaho

Education (K-12)

Aberdeen School District No. 58
Arbon Elementary School District No. 383
Avery School District
Basin School District No. 72
Bear Lake County School District No. 33
Bear Lake School District No. 33
Blackfoot School District No. 55
Blaine County School District No. 61
Bliss Joint School District No. 234
Bonneville Joint School District No. 93
Boundary County School District No. 101
Bruneau-Grand View Joint School District
Buhl Joint School District No. 412
Butte County Joint School District No. 111
Caldwell School District No. 132
Camas County School District No. 121
Cambridge School District
Cascade School District No. 422
Cassia County Joint School District No. 151
Castleford Joint School District No. 417
Challis Joint School District No. 181
Clark County School District No. 161
Coeur d'Alene School District No. 271
Cottonwood Joint School District No. 242
Council School District No. 13
Culdesac Joint School District No. 342
Dietrich School District No. 314
Emmett Independent School District No. 221
Filer School District No. 413
Firth School District No. 59
Fremont County School District No. 215
Fruitland School District No. 373
Garden Valley School District
Genesee Joint School District No. 282
Glenns Ferry Joint School District No. 192
Gooding Joint School District No. 231
Grace Joint School District No. 148
Hagerman Joint School District No. 233
Hansen School District No. 415
Highland Joint School District No. 305
Homedale School District No. 370
Horseshoe Bend School District No. 73
Idaho Falls School District No. 91
Independent School District of Boise City
Jefferson County School District No. 251
Jerome Joint School District No. 261
Joint School District No. 2
Kamiah School District No. 304
Kellogg Joint School District 391
Kendrick Joint School District No. 283
Kimberly School District No. 414
Kootenai School District No. 274
Kuna Joint School District No. 3

Oregon

City of North Bend
City of North Plains
City of North Powder
City of Nyssa
City of Oakland
City of Oakridge
City of Ontario
City of Oregon City
City of Paisley
City of Pendleton
City of Philomath
City of Phoenix
City of Pilot Rock
City of Port Orford
City of Portland
City of Powers
City of Prairie City
City of Prineville
City of Rainier
City of Redmond
City of Reedsport
City of Richland
City of Riddle
City of Rockaway Beach
City of Rogue River
City of Roseburg
City of Rufus
City of Salem
City of Sandy
City of Scappoose
City of Scio
City of Scotts Mills
City of Seaside
City of Seneca
City of Shady Cove
City of Sheridan
City of Sherwood
City of Siletz
City of Silverton
City of Sisters
City of Sodaville
City of Spray
City of Springfield
City of St. Helens
City of St. Paul
City of Stanfield
City of Stayton
City of Sublimity
City of Sumpter
City of Sutherlin
City of Sweet Home
City of Talent
City of Tangent
City of The Dalles
City of Tigard
City of Tillamook
City of Toledo
City of Troutdale
City of Tualatin
City of Turner
City of Ukiah
City of Umatilla
City of Union
City of Unity
City of Vale
City of Veneta
City of Vernonia
City of Waldport
City of Wallowa
City of Warrenton
City of Wasco
City of West Linn
City of Westfir
City of Weston
City of Wheeler
City of Willamina
City of Wilsonville
City of Winston
City of Wood Village
City of Woodburn
City of Yachats
City of Yamhill
City of Yoncalla
Town of Bonanza
Town of Butte Falls
Town of Canyon City
Town of Lakeview
Town of Lexington

Higher Education

Blue Mountain Community College
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College

South Carolina

Town of Holly Hill
Town of Hollywood
Town of Honea Path
Town of Irmo
Town of Iva
Town of Jackson
Town of James Island
Town of Jamestown
Town of Jefferson
Town of Jenkinsville
Town of Johnston
Town of Jonesville
Town of Kershaw
Town of Kiawah Island
Town of Kingstree
Town of Lake View
Town of Lamar South Carolina
Town of Lane
Town of Latta
Town of Lexington
Town of Lincolnville
Town of Little Mountain
Town of Lockhart
Town of Lyman
Town of Lynchburg
Town of Mayesville
Town of McBee
Town of McClellanville
Town of McColl
Town of McCormick
Town of Meggett
Town of Moncks Corner
Town of Mt. Pleasant
Town of Neeses
Town of New Ellenton
Town of Nichols
Town of Ninety Six
Town of Norris
Town of North
Town of Norway
Town of Olanta
Town of Pacolet
Town of Pageland
Town of Pamplico
Town of Patrick
Town of Pawleys Island
Town of Pelion
Town of Pelzer
Town of Pendleton
Town of Perry
Town of Port Royal
Town of Prosperity
Town of Ravenel
Town of Reidville
Town of Ridge Spring
Town of Ridgeland
Town of Ridgeville
Town of Ridgeway
Town of Saint Matthews
Town of Saint Stephen
Town of Salem
Town of Salley
Town of Saluda
Town of Santee
Town of Scranton
Town of Seabrook Island
Town of Sellers
Town of Sharon
Town of Six Mile
Town of Snelling
Town of Society Hill
Town of South Congaree
Town of Springdale
Town of St. George
Town of St. Matthews
Town of Stuckey
Town of Sullivans Island
Town of Summerton
Town of Summerville
Town of Summit
Town of Surfside Beach
Town of Swansea
Town of Timmonsville
Town of Trenton
Town of Turbeville
Town of Ulmer
Town of Varnville
Town of Wagener
Town of Ward
Town of Ware Shoals
Town of West Pelzer
Town of West Union
Town of Whitmire
Town of Williamston

Utah

City of West Valley City
City of Willard
City of Woodland Hills
City of Woods Cross
Town of Alta
Town of Altamont
Town of Alton
Town of Amalga
Town of Annabella
Town of Antimony
Town of Apple Valley
Town of Ballard
Town of Bear River City
Town of Bicknell
Town of Big Water
Town of Boulder
Town of Brian Head
Town of Bryce Canyon City
Town of Cannonville
Town of Castle Valley
Town of Cedar Fort
Town of Centerfield
Town of Central Valley
Town of Circleville
Town of Clarkston
Town of Clawson
Town of Cleveland
Town of Cornish
Town of Daniel
Town of Deweyville
Town of Eagle Mountain
Town of Elmo
Town of Elsinore
Town of Elwood
Town of Emery
Town of Fairfield
Town of Francis
Town of Garden City
Town of Genola
Town of Glendale
Town of Glenwood
Town of Goshen
Town of Hanksville
Town of Hatch
Town of Henefer
Town of Henrieville
Town of Hideout
Town of Hinckley
Town of Holden
Town of Howell
Town of Huntsville
Town of Joseph
Town of Junction
Town of Kanarraville
Town of Kanosh
Town of Kingston
Town of Koosharem
Town of Leeds
Town of Levan
Town of Loa
Town of Manila
Town of Mantua
Town of Marysvale
Town of Meadow
Town of Minersville
Town of New Harmony
Town of Newton
Town of Ophir
Town of Orderville
Town of Paradise
Town of Paragonah
Town of Portage Utah
Town of Randolph
Town of Redmond
Town of Rockville
Town of Rocky Ridge
Town of Rush Valley
Town of Scipio
Town of Scofield
Town of Sigurd
Town of Springdale
Town of Stockton
Town of Toquerville
Town of Torrey
Town of Trenton
Town of Tropic
Town of Uintah
Town of Vernon
Town of Vineyard
Town of Virgin
Town of Wales
Town of Wallsburg
Uintah Basin Association of Governments

Higher Education

Washington

City of Pacific
City of Palouse
City of Pasco
City of Pateros
City of Pomeroy
City of Port Angeles
City of Port Orchard
City of Port Townsend
City of Poulsbo
City of Prosser
City of Pullman
City of Puyallup
City of Quincy
City of Rainier
City of Raymond
City of Redmond
City of Renton
City of Republic
City of Richland
City of Ridgefield
City of Ritzville
City of Rock Island
City of Roslyn
City of Roy
City of Royal City
City of Sammamish
City of SeaTac
City of Seattle
City of Sedro-Woolley
City of Selah
City of Sequim
City of Shelton
City of Shoreline
City of Snohomish
City of Snoqualmie
City of Soap Lake
City of South Bend
City of Spokane
City of Spokane Valley
City of Sprague
City of Stanwood
City of Stevenson
City of Sultan
City of Sumas
City of Sumner
City of Sunnyside
City of Tacoma
City of Tekoa
City of Tenino
City of Tieton
City of Toledo
City of Tonasket
City of Toppenish
City of Tukwila
City of Tumwater
City of Union Gap
City of University Place
City of Vader
City of Vancouver
City of Waitsburg
City of Walla Walla
City of Wapato
City of Warden
City of Washougal
City of Wenatchee
City of West Richland
City of Westport
City of White Salmon
City of Winlock
City of Woodinville
City of Woodland
City of Yakima/Yakima County
City of Yelm
City of Zillah
Consolidated Borough of Quil Ceda Village
Grays Harbor Council of Governments
Town of Almira
Town of Beaux Arts Village
Town of Bucoda
Town of Carbonado
Town of Cathlamet
Town of Clyde Hill
Town of Colton
Town of Conconully
Town of Concrete
Town of Coulee City
Town of Coulee Dam
Town of Coupeville
Town of Creston
Town of Cusick
Town of Darrington
Town of Eatonville
Town of Elmer City
Town of Endicott

Hawaii

Idaho

Lake Pend Oreille School District No. 84
Lakeland School District No. 272
Lapwai School District No. 341
Lewiston Independent School District No. 1
Mackay School District No. 182
Madison School District No. 321
Marsh Valley Joint School District No. 21
Marsing Joint School District No. 363
McCall-Donnelly Joint School District No. 421
Meadows Valley School District No. 11
Melba School District No. 136
Middleton School District No. 134
Midvale School District No. 433
Minidoka County School District No. 331
Moscow School District No. 281
Mountain Home School District No. 193
Mountain View School District No. 244
Mullan School District 392
Murtaugh Joint School District No. 418
Nampa Christian Schools Inc.
Nampa School District No. 131
New Plymouth School District
Nez Perce Joint School District No. 302
North Gem School District No. 149
Notus School District
Oneida County School District No. 351
Orofino Joint School District No. 171
Parma School District No. 137
Payette School District No. 371
Plummer-Worley Joint School District No. 44
Pocatello-Chubbuck School District No. 25
Post Falls School District No. 273
Potlatch School District No. 285
Preston Joint School District No. 201
Richfield School District No. 316
Ririe Joint School District No. 252
Rockland School District No. 382
Salmon River Joint School District No. 243
Salmon School District No. 291
Shelley School District No. 60
Shoshone Joint School District No. 312
Snake River School District
Soda Springs Joint School District No. 150
South Lemhi School District No. 292
St. Maries Joint School District No. 41
Sugar-Salem Joint District No. 322
Swan Valley Elementary School District No. 33
Swan Valley School District No. 92
Teton County School District No. 401
Three Creek Joint School District No. 416
Troy School District No. 287
Twin Falls School District No. 411
Valley School District No. 262
Vallivue School District No. 139
Vision Charter School District # 463
Wallace School District No. 393
Weiser School District No. 431
Wendell School District No. 232
West Bonner County School District No. 83
West Jefferson School District No. 253
West Side School District No. 202
Whitepine Joint School District No. 288
Wilder School District No. 133

Special District

Ada County Emergency Medical Services District
Ada County Highway District
Adams County Recreation District
Ahsahka Water and Sewer District
Albion Highway District
Alpine Meadows Water and Sewer District
American Falls Free Library District
American Falls Housing Authority
Atlanta Highway District
Avery Water and Sewer District
Avondale Irrigation District
Bayview Water and Sewer District
Bear Lake County Library District
Bench Sewer District
Benewah County Free Library District
Big Canyon Fire District
Blaine County Housing Authority
Blaine County Recreation District
Bliss Fire District
Boise Basin Library District
Boise City/Ada County Housing Authority
Boise-Kung Irrigation District
Bonneville County Fire District No. 1
Bruneau Valley District Library
Bruneau Water and Sewer District
Buhl Highway District
Buhl Rural Fire Protection District
Burley Highway District
Caldwell Housing Authority
Canyon Highway District No. 4

Oregon

Columbia Gorge Community College
Eastern Oregon University
Klamath Community College District
Lane Community College
Linn-Benton Community College
Mt. Hood Community College
Oregon Coast Community College
Oregon Department of Community Colleges and Workforce Developme
Oregon Health and Science University
Oregon Institute of Technology
Oregon State University
Oregon State University, Oregon Agricultural Experiment Station
Oregon University System
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southern Oregon University Family Housing
Southwestern Oregon Community College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
Western Oregon University

Education (K-12)

Adel School District 21
Adrian School District
Alsea School District No. 7J
Amity School District 4J
Annex School District 29
Arlington School District No. 3
Arock School District No. 81
Ashland School District No. 5
Ashwood School District
Astoria School District No. 1C
Athena-Weston School District No. 29RJ
Baker School District No. 5J
Bandon School District
Banks School District No. 13
Beaverton School District No. 48
Bend-La Pine Public Schools
Bethel School District No. 52
Blachly School District
Blachly School District 90
Brookings Harbor School District
Camas Valley School District
Canby School District No. 86
Cascade School District No. 5
Centennial School District No. 28J
Central Curry School District No. 1
Central Linn School District
Central Point School District No. 6
Central School District No. 13J
Clackamas Education Service District
Clatskanie School District No. 6J
Colton School District No. 53
Columbia Gorge Education Service District
Condon School District No. 25J
Coos Bay School District No. 9
Coquille School District No. 8
Corbett School District No. 39
Corvallis School District No. 509J
Cove School District No. 15
Crane Elementary School District
Creswell School District No. 40
Crook County School District
Crow-Applegate-Lorane School District No. 66
Culver School District No. 4
Dallas School District No. 2
David Douglas School District No. 40
Dayton School District No. 8
Dayville School District No. 16J
Douglas County School District
Douglas County School District No. 4
Douglas Education Service District
Dufur School District No. 29
Eagle Point School District No. 9
Echo School District No. 5
Elgin School District
Elkton School District No. 34
Enterprise School District No. 21
Estacada School District No. 108
Eugene School District No. 4J
Falls City School District
Fern Ridge School District No. 28J
Forest Grove School District
Fossil School District 21J
Gaston School District 511 J
Gervais School District
Gladstone School District
Glendale School District No. 77
Glide School District
Grant County Education Service District

South Carolina

Town of Williston
Town of Winnsboro
Town of Yemassee

Higher Education

Aiken Technical College
Beaufort Jasper Higher Education Commission
Central Carolina Technical College
Clemson University
Coastal Carolina University
College of Charleston
Denmark Technical College
Florence-Darlington Technical College
Francis Marion University
Greenville Technical College
Horry-Georgetown Technical College
Lander University
Medical University of South Carolina
Midlands Technical College
Northeastern Technical College
Orangeburg-Calhoun Technical College
Piedmont Technical College
South Carolina State Board for Technical and Comprehensive Educatio
South Carolina State University
South Carolina Technical College System
Spartanburg Community College
Technical College of the Lowcountry
The Citadel
Tri-County Technical College
Trident Technical College
University of South Carolina
University of South Carolina, Aiken
University of South Carolina, Upstate
Williamsburg Technical College
Winthrop University
York Technical College

Education (K-12)

Abbeville County School District
Aiken County Public Schools
Allendale County School District
Anderson County School Districts 1 and 2 Career and Technology Cent
Anderson School District No. 1
Anderson School District No. 2
Anderson School District No. 3
Anderson School District No. 4
Anderson School District No. 5
Bamberg School District No. 1
Bamberg School District No. 2
Barnwell School District No. 45
Beaufort County School District
Berkeley County School District
Blackville-Hilda Public Schools
Calhoun County School District
Charleston County School District
Cherokee County School District
Chester County School District
Chesterfield County School District
Clarendon County School District No. 1
Clarendon County School District No. 2
Clarendon County School District No. 3
Clover School District No. 2
Colleton County School District
Darlington County School District
Delta R-V School District
Dillon County School District No. 1
Dillon County School District No. 2
Dillon County School District No. 3
Dillon County School District No. 4
Diocese Of Charleston Schools
Dorchester School District No. 2
Dorchester School District No. 4
Edgefield County Schools
Fairfield County School District
Florence County School District No. 1
Florence County School District No. 2
Florence County School District No. 3
Florence County School District No. 4
Florence County School District No. 5
Ft. Mill School District No. 4
Georgetown County School District
Greenville County School District
Greenwood School District No. 50
Greenwood School District No. 52
Hampton County School District No. 2
Hampton School District No. 1
Horry County Schools
Jasper County School District
John de la Howe School District
Kershaw County School District
Lancaster County School District
Laurens County School District No. 55
Laurens County School District No. 56
Lee County School District
Legacy Charter Schools
Lexington County School District No. 1

Utah

College of Eastern Utah
Davis Applied Technology College
Dixie Applied Technology College
Dixie State University
Mountainland Applied Technology College
Rocky Mountain University of Health Professions
Salt Lake Community College
Snow College
Southern Utah University
Tooele Applied Technology College
Uintah Basin Applied Technology College
University of Utah
University of Utah Hospitals and Clinics
Utah State University
Utah System of Higher Education
Utah Valley University
Weber State University

Education (K-12)

Alpine School District
Beaver County School District
Box Elder School District
Cache County School District
Canyons School District
Carbon School District
Centro De La Familia De Utah Head Start Program School District
Daggett School District
Davis School District
Duchesne County School District
Emery County School District
Freedom Preparatory Academy School District
Garfield County School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane County School District
Logan City School District
Millard School District
Morgan School District
Mountainland Head Start Program School District Office
Murray City School District
Nebo School District
North Sanpete County School District
North Sanpete School District
North Summit School District
Ogden City School District
Park City School District
Piute County School District
Provo City School District
Rich County School District
Rich School District
Rural Utah Child Development Head Start Program School District Off
Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District
South Summit School District
Suu Head Start Program School District
Thomas Edison Charter Schools
Tintic School District
Tooele County School District
Uintah School District
Wasatch County School District
Washington County School District
Wayne County School District
Weber School District

Special District

Ash Creek Special Service District
Ashley Valley Water and Sewer Improvement District
Ballard Water and Sewer Improvement District
Bear Lake Special Service District
Bear River Water Conservancy District
Benchland Water District
Benson Culinary Water Improvement District
Bona Vista Water Improvement District
Cache Mosquito Abatement District
Cache Valley Transit District
Canyonlands Health Care Special Service District
Carbon County Housing Authority
Carbon County Municipal Building Authority
Carbon County Recreation Transportation Special Service District
Carbon Water Conservancy District
Castle Valley Special Service District
Cedar City Housing Authority
Cedar Mountain Fire Protection District
Cedarview-Montwell Special Service District
Central Davis County Sewer District
Central Iron County Water Conservancy District
Central Utah Water Conservancy District
Central Weber Sewer Improvement District
Charleston Water Conservancy District
Copperton Improvement District
Cottonwood Improvement District

Washington

Town of Fairfield
Town of Farmington
Town of Friday Harbor
Town of Garfield
Town of Hamilton
Town of Harrah
Town of Hatton
Town of Hunts Point
Town of Index
Town of Ione
Town of La Conner
Town of LaCrosse
Town of Lamont
Town of Latah
Town of Lind
Town of Lyman
Town of Malden
Town of Mansfield
Town of Marcus
Town of Metaline
Town of Millwood
Town of Naches
Town of Nespelem
Town of Northport
Town of Oakesdale
Town of Odessa
Town of Pe Ell
Town of Prescott
Town of Reardan
Town of Riverside
Town of Rockford
Town of Rosalia
Town of Ruston
Town of Skykomish
Town of South Cle Elum
Town of South Prairie
Town of Spangle
Town of Springdale
Town of St. John
Town of Steilacoom
Town of Twisp
Town of Uniontown
Town of Washtucna
Town of Waterville
Town of Waverly
Town of Wilbur
Town of Wilkeson
Town of Wilson Creek
Town of Winthrop
Town of Woodway
Town of Yacolt
Town of Yarrow Point

Higher Education

Bates Technical College
Bellevue Community College
Bellingham Technical College
Big Bend Community College
Cascadia Community College
Central Washington University
Centralia College
Clark College
Clover Park Technical College
Columbia Basin Community College
Community Colleges of Spokane
Eastern Washington University
Edmonds Community College
Everett Community College
Evergreen State College
Grays Harbor College
Green River Community College
Highline Community College
Lake Washington Institute of Technology
Lower Columbia College
Northwest Indian College
Olympic College
Peninsula College
Pierce College
Renton Technical College
Seattle Community Colleges District VI
Shoreline Community College
Skagit Valley College
South Puget Sound Community College
Tacoma Community College
University of Washington
Walla Walla Community College
Washington State Board for Community and Technical Colleges
Washington State Higher Education Facilities Authority
Washington State Student Achievement Council
Washington State University
Washington State University, Vancouver
Wenatchee Valley College
Western Washington University
Whatcom Community College
Yakima Valley Community College

Hawaii

Idaho

Cascade Rural Fire District
Castleford Rural Fire District
Central Fire District
Central Orchards Sewer District
Central Shoshone County Water District
Clark County District Library
Clarkia Free Library District
Clarkia Highway District
Clearwater Free Library District
Clearwater Highway District
Clearwater Soil and Water Conservation District
Clearwater Water District
Consolidated Free Library District
Cottonwood Highway District
Custer Soil and Water Conservation District
Dietrich Fire District
Dietrich Highway District
Doumecq Highway District
Downey Swan Lake Highway District
Dry Creek Cemetery Maintenance District
Eagle Fire Protection District
Eagle Sewer District
East Bonner County Free Library District
East Bonner County Library District
East Greenacres Irrigation District
Eastern Idaho Public Health District
Eastern Idaho Regional Wastewater Authority
Elk River Free Library District
Elmore Soil and Water Conservation District
Fenn Highway District
Ferdinand Highway District
Fish Haven Mosquito Abatement District
Fremont County District Library
Friedman Memorial Airport Authority
Garden Valley District Library
Garden Valley Fire Protection District
Garden Valley Recreation District
Gateway Fire Protection District
Gem County Fire Protection District
Gem County Mosquito Abatement District
Glenns Ferry Highway District
Golden Gate Highway District No. 3
Gooding County Memorial Hospital District
Grace District Library
Grangeville Highway District
Granite Reeder Water and Sewer District
Greater Boise Auditorium District
Greater Middleton Parks and Recreation District
Greater Swan Valley Fire Protection District No. 2
Groveland Water and Sewer District
Harbor View Estates Water and Sewer District
Hayden Lake Irrigation District
Hayden Lake Recreational Water and Sewer District
Hillsdale Highway District
Homedale Highway District
Hoo Doo Water and Sewer District
Horseshoe Bend Fire Protection District
Idaho Soil and Water Conservation District
Indian Valley Rural Fire District
Iona-Bonneville Sewer District
Island Park Fire District
Jerome Highway District
Jerome Recreation District
Jerome Rural Fire District No. 1
Kamiah Fire Protection District
Kamiah Highway District
Ketchum Rural Fire Protection District
Kidder Harris Highway District
Kingston Water District
Kootenai County Water District No. 1
Kootenai Ponderay Sewer District
Kootenai-Shoshone Soil and Water Conservation Distr
Kuna Library District
Laclede Water District
Lakes Highway District
Latah County Library District
Latah Soil and Water Conservation District
Lemhi Soil and Water Conservation District
Lewiston Orchards Irrigation District
Lewiston-Nez Perce County Regional Airport Authorit
Lincoln County Recreation District
Little Blacktail Ranch Water District
Little Wood River Library District
Lizard Butte Library District
Lost River Highway District
M&T Water and Sewer District
Mackay Free Library District
Madison Library District
Marsing Rural Fire District
McCall Fire Protection District
McCall Memorial Hospital District
Meridian Cemetery Maintenance District
Meridian Library District
Meridian Rural Fire Protection District

Oregon

Grant School District No. 3
Grants Pass School District No. 7
Greater Albany Public School District 8J
Gresham-Barlow School District
Harney County School District No. 3
Harney Education Service District
Harper School District No. 66
Harrisburg School District No. 7
Helix School District No. 1-R
Hermiston School District
High Desert Education Service District
Hillsboro School District No. 1J
Hood River County School District
Huntington School District No. 16J
Imbler School District No. 11
InterMountain Education Service District
Ione School District R2
Jackson County School District No. 9
Jackson Education Service District
Jefferson County School District No. 509-J
Jefferson School District
Jewell School District No. 8
John Day School District No. 3
Jordan Valley School District No. 3
Joseph School District No. 6
Junction City School District No. 69
Klamath County School District
Klamath Falls City Schools
Knappa School District
La Grande School District No. 1
Lake County School District No. 7
Lake Ed Service District
Lake Oswego School District No. 7J
Lakeview School District No. 7
Lane Education Service District
Lebanon Community School District No. 9
Lincoln County School District
Linn-Benton-Lincoln Education Service District
Long Creek School District No. 17
Lowell School District No. 71
Mapleton School District No. 32
Marcola School District No. 79J
McKenzie School District
McMinnville School District No. 40
Medford School District No. 549C
Milton-Freewater School District No. 7
Mitchell School District No. 55
Molalla River School District
Monument School District
Morrow County School District
Mt. Angel School District
Multnomah Education Service District Consortium
Myrtle Point School District
Neah-Kah-Nie School District No. 56
Nestucca Valley School District No. 101
New Hope Christian Schools
Newberg School District No. 29J
North Bend School District No. 13
North Central Education Service District
North Clackamas School District No. 12
North Douglas School District No. 22
North Lake School District
North Marion School District No. 15
North Santiam School District No. 29
North Wasco County School District No. 21
Northwest Regional Education Service District
Nyssa School District No. 26
Oakland School District
Oakridge School District No. 76
Ontario School District No. 8C
Oregon City School District No. 62
Oregon Trail School District No. 46
Paisley School District No. 11
Parkrose School District No. 3
Pendleton School District No. 16
Perrydale School District No. 21J
Philomath School District No. 17J
Phoenix-Talent School District
Pilot Rock School District No. 2
Pine Eagle School District No. 61
Pinehurst School District
Pleasant Hill School District
Plush School District 18
Port Orford-Langlois School District No. 2CJ
Portland Public School District No. 1
Powers School District No. 31
Prairie City School District No. 4
Prospect School District
Rainier School District No. 13
Redmond School District No. 2J
Reedsport School District No. 105
Region 9 Education Service District
Reynolds School District No. 7
Riddle School District No. 70

South Carolina

Lexington County School District No. 2
Lexington County School District No. 3
Lexington County School District No. 4
Lexington-Richland Counties School District No. 5
Marion County School District
Marion County School District No. 7
Marlboro County School District
McCormick County School District
Newberry County School District
Oconee County School District
Orangeburg Consolidated School District Four
Orangeburg County Consolidated School District No. 3
Orangeburg County Consolidated School District No. 5
Pickens County School District
Richland County School District No. 1
Richland County School District No. 2
Rock Hill School District No. 3
Saluda School District No. 1
South Carolina Public Charter School District
Spartanburg County School District No. 1
Spartanburg County School District No. 2
Spartanburg County School District No. 3
Spartanburg County School District No. 4
Spartanburg County School District No. 5
Spartanburg County School District No. 6
Spartanburg County School District No. 7
Sumter School District
Sumter School District No. 17
Sumter School District No. 2
Union County School District
Ware Shoals School District No. 51
Williamsburg County Schools
Williston School District No. 29
York School District No. 1

Special District

Abbeville Housing Authority
Aiken Housing Authority
Anderson Housing Authority
Atlantic Beach Housing Authority
Beaufort Housing Authority
Beaufort-Jasper Water and Sewer Authority
Beech Island Rural Community Water District
Belton-Honea Path Water Authority
Bennettsville Housing Authority
Berea Public Service District
Berkeley County Water and Sanitation Authority
Big Creek Water and Sewerage District
Bluffton Township Fire District
Boiling Springs Fire District, Greenville County
Broad Creek Public Service District
Buffalo-Mt. Pisgah Fire Protection District
Burton Fire District
Central Midlands Regional Transit Authority
Charleston Area Regional Transportation Authority
Charleston County Aviation Authority
Charleston County Housing and Redevelopment Authority
Charleston Housing Authority
Charleston Naval Complex Redevelopment Authority
Charleston Soil and Water Conservation District
Cheraw Housing Authority
Chester Housing Authority
Chester Metropolitan District
Chester Sewer District
Coast Regional Transportation Authority
Columbia Housing Authority
Conway Housing Authority
Daniel Morgan Water District
Darlington County Fire District
Darlington County Water and Sewer Authority
Darlington Housing Authority
Donalds-Due West Water and Sewer Authority
Dorchester County Sales Tax Transportation Authority
Dorchester County Water Authority
Duncan Chapel Fire District
Easley Housing Authority
Easley-Central Water District
East Richland County Public Service District
Edgefield County Water and Sewer Authority
Florence Housing Authority
Fort Mill Housing Authority
Fripp Island Public Service District
Gaffney Housing Authority
Gaston Rural Community Water District
Georgetown County Water and Sewer District
Georgetown Housing Authority
Gilbert-Summit Rural Water District
Grand Strand Water and Sewer Authority
Greenville Arena District
Greenville County Recreation District
Greenville County Redevelopment Authority
Greenville Housing Authority
Greenville Transit Authority
Greenwood Metropolitan District
Greer Housing Authority

Utah

Davis Community Housing Authority
Davis County Housing Authority
Davis-Salt Lake Aerial Spray Authority
Duchesne County Upper Country Water Improvement District
Duchesne County Water Conservancy District
Emery County Housing Authority
Emery County Municipal Building Authority
Emery County Special Service District No. 1
Emery Water Conservancy District
Emigration Improvement District
Fruitland Special Service District
Garden City Fire District
Grand County Housing Authority
Granger-Hunter Improvement District
Heber Valley Special Service District
Hooper Water Improvement District
Jensen Water Improvement District
Johnson Water Improvement District
Jordan Valley Water Conservancy District
Jordanelle Special Service District
Juab Special Service Fire District
Kane County Water Conservancy District
Kearns Improvement District
Lake Point Improvement District
Logan-Cache Airport Authority
Maeser Water and Sewer Improvement District
Magna Mosquito Abatement District
Magna Water District
Metropolitan Water District of Salt Lake and Sandy
Midvalley Improvement District
Midway Sanitation District
Milford Area Healthcare Service District
Moab Mosquito Abatement District
Moab Valley Fire Protection District
Mountain Green Sewer Improvement District
Mountain Regional Water Special Service District
Mountain View Special Service District
Mt. Olympus Improvement District
North Davis County Sewer District
North Davis Fire District
North Emery Water Users Special Service District
North Fork Special Services District
North Pointe Solid Waste Special Service District
North Summit Fire District
North Tooele County Fire Protection District
North Utah Water Conservancy District
North View Fire District
Ogden Housing Authority
Ouray Park Water Improvement District
Park City Fire Service District
Price River Water Improvement District
Provo Housing Authority
Rockville/Springdale Fire Protection District
Roosevelt City Housing Authority
Salt Lake City Housing Authority
Salt Lake City Mosquito Abatement District
Salt Lake County Housing Authority
Sandy Suburban Improvement District
Scofield Reservoir Special Service District
Sevier County Special Service District No. 1
Skyline Mountain Special Service District
Snyderville Basin Special Recreation District
Snyderville Basin Water Reclamation District
Solid Waste Special Service District No. 1
South Davis Sewer District
South Davis Water District
South Ogden Conservation District
South Salt Lake Valley Mosquito Abatement District
South Summit Fire Protection District
South Utah Valley Solid Waste District
South Valley Sewer District
Southeastern Utah Housing Authority
Spanish Valley Water and Sewer Improvement District
St. George Housing Authority
Stansbury Park Improvement District
Strawberry Electric Service District
Sugar House Park Authority
Tabby Valley Park Special Service District
Taylorsville-Bennion Improvement District
Thompson Special Service District
Timpanogos Special Service District
Tooele County Housing Authority
Tooele County Recreation Special Service District
Tridell-Lapoint Water Improvement District
Uintah Animal Control and Shelter Special Service District
Uintah County Municipal Building Authority
Uintah Fire Suppression Special Service District
Uintah Health Care Special Service District
Uintah Highlands Water and Sewer Improvement District
Uintah Mosquito Abatement District
Uintah Recreation District
Uintah Transportation Special Service District
Uintah Water Conservancy District
Unified Fire Authority

Washington

Education (K-12)

Aberdeen School District No. 5
Adna School District No. 226
Almira School District No. 17
Anacortes School District No. 103
Arlington Public Schools
Asotin-Anatone School District
Auburn School District No. 408
Bainbridge Island School District No. 303
Battle Ground School District No. 119
Bellevue Christian School District
Bellevue School District No. 405
Bellingham School District No. 501
Benge School District No. 122
Bethel School District No. 403
Bickleton School District
Blaine School District No. 503
Boistfort School District No. 234
Bremerton School District
Brewster School District No. 111
Bridgeport School District No. 75
Brinnon School District No. 46
Burlington-Edison School District No. 100
Camas School District
Cape Flattery School District No. 401
Capital Region Educational Service District No. 113
Carbonado Historical School District No. 19
Cascade Christian Schools
Cascade School District No. 228
Cashmere School District No. 222
Castle Rock School District No. 401
Central Kitsap School District No. 401
Central Valley School District No. 356
Centralia School District No. 401
Chehalis School District No. 302
Cheney School District No. 360
Chewelah School District No. 36
Chief Leschi School System
Chimacum School District No. 49
Clarkston School District No. J250-185
Cle Elum-Roslyn School District
Clover Park School District No. 400
Colfax School District No. 300
College Place School District No. 250
Colton School District No. 306
Columbia School District No. 206
Columbia School District No. 206, Stevens County
Columbia School District No. 400
Colville School District No. 115
Concrete School District No. 11
Conway Consolidated School District No. 317
Cosmopolis School District
Coulee-Hartline School District No. 151
Coupeville School District No. 204
Crescent School District
Creston School District No. 73
Curlew School District No- 50
Cusick School District
Darrington School District No. 330
Davenport School District No. 207
Dayton School District No. 2
Deer Park School District No. 414
Dieringer School District
Dixie School District
East Valley School District No. 361
East Valley School District No. 361, Spokane County
East Valley School District No. 90, Yakima County
Eastmont School District No. 206
Eatonville School District No. 404
Edmonds School District No. 15
Educational Service District No. 112
Ellensburg School District No. 401
Elma School District No. 68
Endicott School District No. 308
Entiat School District No. 127
Enumclaw School District No. 216
Ephrata School District No. 165
Evaline School District No. 36
Everett School District No. 2
Evergreen School District No. 114, Clark County
Evergreen School District No. 205
Federal Way Public Schools
Ferndale School District No. 502
Fife School District No. 417
Finley School District
Franklin Pierce School District No. 402
Freeman School District No. 358
Garfield School District No. 302
Glenwood School District
Goldendale School District
Grand Coulee Dam School District
Grandview School District No. 200
Granger School District No. 204
Granite Falls School District No. 332

Hawaii

Idaho

Mica Kidd Island Fire Protection District
Middleton Rural Fire District
Midvale Fire Protection District
Minidoka County Fire Protection District
Minidoka County Highway District
Moreland Water and Sewer District
Mountain Home Highway District
Mountain Rides Transportation Authority
Nampa and Meridian Irrigation District
Nampa Highway District No. 1
Nampa Housing Authority
New Plymouth Fire District
North Bingham County District Library
North Custer Hospital District
North Kootenai Water and Sewer District
North Lake Recreational Sewer and Water District
North Latah County Highway District
Northern Lakes Fire District
Northside Fire District
Notus-Parma Highway District No. 2
Oakley Highway District
Oakley Library District
Ola District Library
Oneida County Fire District
Oregon Trail Recreation District
Outlet Bay Water and Sewer District
Panhandle Health District
Parma Rural Fire Protection District
Pine Ridge Water and Sewer District
Pinehurst Water District
Pioneer Irrigation District
Placerville Fire Protection District
Pocatello Housing Authority
Pocatello-Chubbuck Auditorium District
Portneuf District Library
Post Falls Highway District
Power County Highway District
Prairie Highway District
Prairie-River Library District
Progressive Irrigation District
Raft River Highway District
Rapid River Water and Sewer District
Richfield District Library
Riverside Independent Water District
Rock Creek Fire District
Rockland Rural Fire District
Rogerson Water District
Ross Point Water District
Sagle Fire District
Salmon River Clinic Hospital District
Sam Owen Fire District
Santa-Fernwood Water and Sewer District
Schweitzer Fire-Rescue District
Settlers Irrigation District
Shelley/Firth Fire District
Shoshone City & Rural Fire District
Shoshone County Fire Protection District No. 2
Shoshone Highway District No. 2
South Bannock Library District
South Bingham Soil Conservation District
South Boundary Fire Protection District
South Custer Fire District
South Fork Coeur d'Alene River Sewer District
South Latah Highway District
Southside Water and Sewer District
Southwestern Idaho Cooperative Housing Authority
St. Maries Fire Protection District
Star Joint Fire District
Star Sewer and Water District
Sun Valley Water and Sewer District
Sunset Heights Water District
Targhee Regional Public Transit Authority
Targhee Regional Public Transportation Authority
Teton County Fire Protection District
Three Creek Highway District
Three Mile Water District
Timberlake Fire Protection District
Twin Falls Highway District
Twin Falls Housing Authority
Twin Falls Rural Fire Protection District
Twin Ridge Rural Fire District
Union Independent Highway District
Upper Fords Creek Rural Fire District
Warm Lake Recreational Water District
Wendell Highway District
West Boise Sewer District
West Bonner Library District
West Bonner Water and Sewer District
West Pend Oreille Fire District
Western Ada Recreation District
Western Elmore County Recreation District
Wilder Irrigation District
Wilder Public Library District
Wilder Rural Fire Protection District

Oregon

Riverdale School District No. 51J
Rogue River School District No. 35
Roseburg Public Schools
Salem-Keizer Public School District No. 24J
Santiam Canyon School District No. 129J
Santiam Christian Schools
Scappoose School District No. 1J
Scio School District No. 95C
Seaside School District
Sheridan School District No. 48J
Sherman County School District
Sherwood School District No. 88J
Silver Falls School District No. 4J
Sisters School District No. 6
Siuslaw School District No. 97J
South Coast Education Service District, Region No. 7
South Lane School District No. 45J3
South Umpqua School District No. 19
South Wasco County School District No. 1
Southern Oregon Education Service District
Spray School District No. 1
Springfield School District No. 19
St. Helens School District No. 502
St. Paul School District No. 45
Stanfield School District No. 61
Sutherlin School District No. 130
Sweet Home School District No. 55
Three Rivers School District
Tigard-Tualatin School District No. 23J
Tillamook School District No. 9
Ukiah School District 80 R
Umatilla School District No. 6
Union School District 5
Vale School District No. 84
Vernonia School District No. 47J
Wallowa School District No. 12
Warrenton-Hammond School District No. 30
West Linn-Wilsonville School District
Willamette Education Service District
Willamina School District No. 30J
Winston-Dillard School District No. 116
Woodburn School District No. 103
Yamhill-Carlton School District No. 1
Yoncalla School District No. 32

Special District

Adair Rural Fire Protection District
Amity Fire District
Applegate Valley Fire District No. 9
Arch Cape Sanitary District
Arch Cape Water District
Arnold Irrigation District
Aumsville Rural Fire District
Baker County Library District
Baker Rural Fire Protection District
Baker Valley Soil and Water Conservation District
Bandon Rural Fire Protection District
Barlow Water Improvement District
Bay Area Hospital District
Bend Parks and Recreation District
Beverly Beach Water District
Black Butte Ranch Rural Fire Protection District
Blue Mountain Hospital District
Blue River Water District
Boardman Park and Recreation District
Boardman Rural Fire Protection District
Boring Water District No. 24
Boulder Creek Retreat Special Road District
Brownsville Rural Fire District
Buell-Red Prairie Water District
Bunker Hill Sanitary District
Burlington Water District
Camellia Park Sanitary District
Cannon Beach Rural Fire Protection District
Central Lincoln People's Utility District
Central Oregon Irrigation District
Central Oregon Park and Recreation District
Central Oregon Regional Housing Authority
Charleston Fire District
Charleston Sanitary District
Chehalem Park and Recreation District
Chenowith Water Public Utility District
Chiloquin-Agency Lake Rural Fire Protection District
Christmas Valley Domestic Water Supply District
Christmas Valley Park and Recreation District
Clackamas County Fire District No. 1
Clackamas County Housing Authority
Clackamas County Soil and Water Conservation District
Clatskanie Park and Recreation District
Clatskanie People's Utility District
Clatskanie Rural Fire Protection District
Clatsop Care Center Health District
Clatsop County Housing Authority
Cloverdale Rural Fire Protection District
Coburg Rural Fire Protection District

South Carolina

Hartsville Housing Authority
Hilton Head No. 1 Public Service District
Holly Springs Fire-Rescue District
Homeland Park Water and Sewer District
James Island Public Service District
Kingstree Housing Authority
Lady's Island-St. Helena Fire District
Lake City Housing Authority
Lancaster County Water and Sewer District
Lancaster Housing Authority
Lancaster Soil and Water Conservation District
Laurens Housing Authority
Lexington County Health Services District, Inc.
Liberty-Chesnee-Fingerville Water District
Local Housing Authority
Lowcountry Regional Transportation Authority
Lugoff-Elgin Water Authority
Marion Housing Authority
Marlboro County Housing Authority
McColl Housing Authority
Medical University Hospital Authority
Metropolitan Sewer Sub-District
Mitford Water and Sewer District
Mullins Housing Authority
Murrells Inlet-Garden City Fire District
Myrtle Beach Air Force Base Redevelopment Authority
Myrtle Beach Housing Authority
Newberry County Water and Sewer Authority
Newberry Housing Authority
North Charleston Housing Authority
North Charleston Sewer District
North Greenville Fire District
Oconee County Joint Regional Sewer Authority
Parker Sewer and Fire Subdistrict
Patriots Point Development Authority
Pee Dee Regional Airport District
Pee Dee Regional Transportation Authority
Piedmont Public Service District
Pioneer Rural Water District
Powdersville Water District
Richland-Lexington Airport District
Richland-Lexington Riverbanks Park District
Rock Hill Housing Authority
Saluda County Water and Sewer Authority
Sandy Springs Water District
Santee Fire Service District
Santee Wateree Regional Transportation Authority
Sheldon Township Fire District
Slater-Marietta Fire District
South Carolina Housing Authority Bond Council
South Carolina Public Employee Benefit Authority
South Carolina Regional Housing Authority No. 1
South Carolina Regional Housing Authority No. 3
South Carolina State Education Assistance Authority
South Carolina State Fiscal Accountability Authority
South Carolina State Housing Finance and Development Authority
South Carolina State Ports Authority
South Greenville Fire District
South Island Public Service District
Southside Rural Community Water District
Spartanburg Housing Authority
Spartanburg Regional Health Services District
St. Andrews Public Service District South Carolina
St. John's Fire District
Starr-Iva Water and Sewer District
Startex-Jackson-Wellford-Duncan Water District
Sumter Housing Authority
Talatha Rural Community Water District
Taylors Fire and Sewer District
Three Rivers Solid Waste Authority
Tigerville Fire District
Tri-County Solid Waste Authority
Union Housing Authority
Valley Public Service Authority
Waccamaw Regional Transportation Authority
Wedgefield Stateburg Water District
West Anderson Water District
Westview-Fairforest Fire District
Whitney Fire Protection District
Williamsburg County Transit Authority
Williamsburg County Water and Sewer Authority
Woodruff Housing Authority
Woodruff-Roebuck Water District
York County Natural Gas Authority

State

Santee-Lynches Regional Council of Governments
South Carolina Department of Health and Environmental Control
South Carolina Department of Mental Health
South Carolina Department of Revenue
South Carolina General Services Division
South Carolina Office of Regulatory Staff
South Carolina State Budget and Control Board
South Carolina State Treasurer's Office
State Of South Carolina

Utah

Utah County Housing Authority
Utah Paiute Housing Authority
Utah Transit Authority
Utah Valley Dispatch Special Service District
Wasatch County Fire District
Wasatch Front Waste and Recycling District
Wasatch Integrated Waste Management District
Washington County Water Conservancy District
Waste Management Service District No. 5
Weber Basin Water Conservancy District
Weber Fire District
Weber Mosquito Abatement District
Weber-Box Elder Conservation District
Wellsville-Mendon Conservancy District
White City Water Improvement District
Woodruff Fire District

State

State Of Utah
Utah Department of Administrative Services
Utah Department of Health
Utah State Legislature
Utah State Treasurer

Tribal

Confederated Tribes of the Goshute Reservation
Kanosh Band of the Paiute Indian Tribe of Utah
Koosharem Band of the Paiute Indian Tribe
Northwestern Band of Shoshone Nation
Northwestern Band of the Shoshone Nation Housing Authority
Paiute Indian Tribe of Utah
Skull Valley Band of Goshute Indians
Ute Indian Tribe

Washington

Grapeview School District No. 54
Great Northern School District
Green Mountain School District No. 103
Griffin School District No. 324
Harrington Public Schools
Highland School District No. 203
Highline School District No. 401
Hockinson School District
Hood Canal School District No. 404
Hoquiam School District No. 28
Inchelium School District No. 70
Issaquah School District No. 411
Kahlotus School District No. 56
Kalama School District No. 402
Keller School District No. 3
Kelso School District No. 458
Kennewick School District No. 17
Kent School District No. 415
Kettle Falls School District No. 212
Kiona-Benton City School District No. 52
Kittitas School District
Klickitat School District No. 402
La Center School District
La Conner School District No. 311
LaCrosse School District
Lake Chelan School District No. 129
Lake Quinault School District No. 97
Lake Stevens School District No. 4
Lake Washington School District No. 414
Lakewood School District No. 306
Lamont School District
Liberty School District No. 362
Lind School District
Longview School District No. 122
Loon Lake School District No. 183
Lopez Island School District No. 144
Lyle School District No- 406
Lynden School District No. 504
Mabton School District No. 120
Mansfield School District No. 207
Manson School District
Mary M. Knight School District
Mary Walker School District No. 207
Marysville School District No. 25
McCleary School District No. 65
Mead School District No. 354
Medical Lake School District No. 326
Mercer Island School District No. 400
Meridian School District No. 505
Methow Valley School District
Monroe School District No. 103
Montesano School District No. 66
Morton School District No. 214
Moses Lake School District No. 161
Mossyrock School District No. 206
Mt. Adams School District No. 209
Mt. Baker School District No. 507
Mt. Vernon School District No. 320
Mukilteo School District No. 6
Naches Valley School District No. 3
Napavine School District No. 14
Naselle-Grays River Valley School District No.165
Nespelem School District No. 14
Newport School District No. 56-415
Nine Mile Falls School District No. 325/179
Nooksack Valley School District No. 506
North Beach School District No. 64
North Franklin School District No. 51
North Kitsap School District No. 400
North Mason School District
North Thurston Public Schools
Northport School District No. 211
Northshore School District No. 417
Oak Harbor School District No. 201
Oakesdale School District No. 324
Oakville School District No. 400
Ocean Beach School District No. 101
Ocosta School District No. 172
Odessa School District No. 105
Okanogan School District No. 105
Olympia School District No. 111
Olympic Educational Service District
Omak School District No. 19
Onalaska School District No. 300
Onion Creek School District No. 30
Orcas Island School District No. 137
Orchard Prairie School District No. 123
Orient School District No. 65
Oroville School District No. 410
Orting School District No. 344
Othello School District
Palisades School District No. 102
Palouse School District No. 301
Pasco School District No. 1

Hawaii

Idaho

- Wilderness Ranch Fire Protection District
- Winona Highway District
- Worley Fire District
- Worley Highway District

State

- Idaho Department of Administration
- Idaho Department of Health and Welfare
- State Of Idaho

Tribal

- Coeur d'Alene Tribe
- Kootenai Tribe of Idaho
- Nez Perce Tribal Enterprises
- Nez Perce Tribe
- Shoshone-Bannock Tribes

Oregon

- Colton Fire District
- Colton Water District
- Columbia Corridor Drainage Districts Joint Contracting Authority
- Columbia Health District
- Columbia Improvement District
- Columbia River People's Utility District
- Columbia Soil and Water Conservation District
- Coos County Airport District
- Coos County Library Service District
- Coquille Indian Housing Authority
- Coquille Valley Hospital District
- Corbett Water District
- Corvallis Rural Fire Protection District
- Cove Rural Fire Protection District
- Crooked River Ranch Rural Fire Protection District
- Crooked River Ranch Special Road District
- Curry Health District
- Curry Public Library District
- Dallas Cemetery District No. 4
- Dean Minard Water District
- Dee Rural Fire Protection District
- Deschutes County 911 Service District
- Deschutes County Rural Fire District No. 1
- Deschutes Valley Water District
- Devils Lake Water Improvement District
- Dexter Rural Fire Protection District
- Douglas County Fire District No. 2
- Douglas County Housing Authority
- Douglas Soil and Water Conservation District
- Drakes Crossing Rural Fire Protection District
- Dufur Recreation District
- Eagle Valley Soil and Water Conservation District
- East Fork Irrigation District
- East Multnomah Soil and Water Conservation District
- East Umatilla County Health District
- East Valley Water District
- Echo Rural Fire District
- Elsie-Vinemaple Rural Fire Protection District No. 11
- Emerald People's Utility District
- Estacada Rural Fire District No. 69
- Fairview Water District
- Falcon Cove Beach Water District
- Farmers Irrigation District
- Gardiner Sanitary District
- Gaston Rural Fire District
- Gates Rural Fire Protection District
- Gearhart Rural Fire Protection District
- Glendale Rural Fire Protection District
- Gleneden Sanitary District
- Goshen Fire District
- Government Camp Sanitary District
- Grand Ronde Sanitary District
- Grant County Transportation District
- Grant Soil and Water Conservation District
- Grants Pass Irrigation District
- Green Sanitary District
- Hahlen Road Special District
- Halsey-Shedd Rural Fire Protection District
- Hamlet Rural Fire Protection District
- Harbor Sanitary District
- Harbor Water Public Utility District
- Harney District Hospital
- Harney Soil and Water Conservation District
- Harriman Rural Fire Protection District
- Hazeldell Rural Fire Protection District
- Hebo Joint Water and Sewer Authority
- Heceta Water District
- Hermiston Cemetery District
- Hermiston Fire and Emergency Services District
- Hermiston Irrigation District
- Hood River County Library District
- Hood River County Transportation District
- Hood River Valley Parks and Recreation District
- Hoodland Fire District No. 74
- Hubbard Rural Fire Protection District
- Ice Fountain Water District
- Illinois Valley Rural Fire Protection District
- Ione Rural Fire Protection District
- Irrigon Community Park and Recreation Maintenance District
- Jackson County Airport Authority
- Jackson County Fire District No. 3
- Jackson County Fire District No. 5
- Jackson County Housing Authority
- Jackson County Library District
- Jackson County Vector Control District
- Jackson Soil and Water Conservation District
- Jefferson Rural Fire Protection District
- John Day/Canyon City Parks and Recreation District
- Junction City Rural Fire Protection District
- Juniper Flat Rural Fire Protection District
- Keating Soil and Water Conservation District
- Keizer Rural Fire Protection District
- Keno Fire Protection District
- Kernville-Gleneden Beach-Lincoln Beach Water District

South Carolina

Township

- Township of Grand Meadow

Tribal

- Catawba Indian Nation

Utah

Washington

- Pateros School District
- Paterson School District No. 50
- Pe Ell School District No. 301
- Peninsula School District
- Pioneer School District No. 402
- Pomeroy School District No. 110
- Port Angeles School District No. 121
- Port Townsend School District No. 50
- Prescott School District No. 402-37
- Pride Prep Schools
- Prosser School District No. 116
- Puget Sound Educational Service District
- Pullman School District No. 267
- Puyallup School District No. 3
- Queets-Clearwater School District No. 20
- Quilcene School District No. 48
- Quillayute Valley School District No. 402
- Quincy School District No. 144
- Rainier School District No. 307
- Raymond School District No. 116
- Reardan-Edwall School District
- Renton School District No. 403
- Republic School District
- Richland School District No. 400
- Ridgefield School District No. 122
- Ritzville School District
- Riverside School District
- Riverview School District No. 407
- Rochester School District
- Rosalia School District No. 320
- Royal School District
- San Juan Island School District No. 149
- Satsop School District No. 104
- Seattle Public Schools
- Sedro-Woolley School District No. 101
- Selah School District No. 119
- Selkirk School District No. 70
- Sequim School District No. 323
- Shaw Island School District No. 10
- Shelton School District No. 309
- Shoreline School District No. 412
- Skykomish School District
- Snohomish School District No. 201
- Snoqualmie Valley School District No. 410
- Soap Lake School District No. 156
- South Bend School District No. 118
- South Kitsap School District No. 402
- South Whidbey School District No. 206
- Southside School District
- Spokane Public Schools
- Sprague School District
- St. John School District No. 322
- Stanwood-Camano School District No. 401
- Steilacoom Historical School District No. 1
- Steptoe School District No. 304
- Stevenson-Carson School District No. 303
- Sultan School District No. 311
- Summit Valley School District 202
- Sumner School District No. 320
- Sunnyside School District No. 201
- Tacoma School District No. 10
- Taholah School District No. 77
- Tahoma School District No. 409
- Tekoa School District No. 265
- Tenino School District No. 402
- Thorp School District No. 400
- Toledo School District No. 237
- Tonasket School District
- Toppenish School District No. 202
- Touchet School District No. 300
- Toutle Lake School District No. 130
- Trout Lake School District No. R-400
- Tukwila School District No. 406
- Tumwater School District No. 33
- Union Gap School District No. 2
- University Place School District No. 83
- Valley School District
- Valley School District No. 70
- Vancouver School District No. 37
- Vashon Island School District No. 402
- Wahkiakum School District No. 200
- Wahluke School District No. 73
- Waitsburg School District
- Walla Walla School District No. 140
- Wapato School District No. 207
- Warden School District No. 146-161
- Washington Schools Risk Management Pool
- Washington State Educational Service District
- Washougal School District
- Washtucna School District
- Waterville School District No. 209
- Wellpinit School District
- Wenatchee School District No. 246
- West Valley School District No. 208, Yakima County

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Klamath County Fire District No. 1			West Valley School District No. 363, Spokane County
		Klamath County Library Service District			White Pass School District No. 303
		Klamath Housing Authority			White River School District No. 416
		Klamath Irrigation District			White Salmon Valley School District No. 405-17
		Klamath Vector Control District			Wilbur School District No. 200
		La Grande Rural Fire Protection District			Willapa Valley School District No. 160
		La Pine Park and Recreation District			Wilson Creek School District
		La Pine Rural Fire Protection District			Winlock School District No. 232
		La Pine Water District			Wishkah Valley School District No. 117
		Lake District Hospital			Woodland School District No. 404
		Lake Grove Water District			Yakima School District No. 7
		Lakeside Fire District No. 4			Yelm Community School District No. 2
		Lane County Fire District No. 1			Zillah School District No. 205
		Lane Library District			**Special District**
		Lane Transit District			Acme Water District No. 18
		Langlois Water District			Adams County Fire Protection District No. 1
		LaPine Special Sewer District			Adams County Mosquito Control District
		Lebanon Aquatic District			Aeneas Lake Irrigation District
		Lebanon Fire District			Alderwood Water and Wastewater District
		Lewis and Clark Rural Fire Protection District			Alpine Water District
		Libby Drainage District			Anacortes Housing Authority
		Linn Benton Housing Authority			Annapolis Water District
		Lookingglass Rural Fire District			Asotin County Cemetery District No. 1
		Lorane Rural Fire Protection District			Asotin County Conservation District
		Lowell Rural Fire Protection District			Asotin County Fire District No. 1
		Lower Umpqua Hospital District			Asotin County Housing Authority
		Lusted Water District			Asotin County Public Utility District No. 1
		Madras Aquatic Center District			Badger Mountain Irrigation District
		Malheur County Housing Authority			Bainbridge Island Metropolitan Park and Recreation District
		Malin Rural Fire Protection District			Basin City Water/Sewer District
		Mapleton Water District			Bayview Beach Water District
		Marion County Fire District No. 1			Beacon Hill Water and Sewer District
		Marion Soil and Water Conservation District			Beehive Irrigation District
		Medford Irrigation District			Belfair Water District No. 1
		Merrill Rural Fire Protection District			Bellevue Convention Center Authority
		Mid-County Cemetery Maintenance District			Bellingham Housing Authority
		Middle Fork Irrigation District			Bellingham Public Development Authority
		Miles Crossing Sanitary Sewer District			Benton County Diking District No. 1
		Mill City Rural Fire Protection District			Benton County Fire Protection District No. 1
		Milton-Freewater Water Control District			Benton County Fire Protection District No. 2
		Mist-Birkenfeld Rural Fire Protection District			Benton County Fire Protection District No. 4
		Mohawk Valley Rural Fire District			Benton County Fire Protection District No. 5
		Molalla River Improvement District			Benton County Fire Protection District No. 6
		Molalla Rural Fire Protection District No. 73			Benton County Mosquito Control District
		Monroe Rural Fire Protection District			Benton County Public Utility District No. 1
		Morrow County Health District			Benton Irrigation District
		Mountain View Hospital District			Benton-Franklin Health District
		Mt. Angel Fire District			Beverly Water District
		Multnomah County Drainage District No. 1			Birch Bay Water and Sewer District
		Multnomah County Rural Fire Protection District No. 10			Black Diamond Water District
		Multnomah County Rural Fire Protection District No. 14			Bremerton Housing Authority
		Nesika Beach-Ophir Water District			Buckhannon-Upshur County Airport Authority
		Neskowin Regional Sanitary Authority			Burbank Irrigation District No. 4
		Neskowin Regional Water District			Carnhope Irrigation District No 7
		Nestucca Rural Fire Protection District			Cascadia Conservation District
		Netarts Oceanside Sanitary District			Cedar River Water and Sewer District
		Netarts-Oceanside Rural Fire Protection District			Central Klickitat County Park and Recreation District
		North Bay Rural Protection Fire District			Central Pierce Fire and Rescue District No. 6
		North Bend City/Coos-Curry Housing Authority			Central Puget Sound Regional Transit Authority
		North Central Public Health District			Central Valley Ambulance Authority
		North Clackamas Parks and Recreation District			Chelan County Fire District No. 1
		North County Recreation District			Chelan County Fire District No. 3
		North Gilliam Cemetery District			Chelan County Fire District No. 5
		North Gilliam County Rural Fire Protection District			Chelan County Fire District No. 6
		North Lincoln Fire and Rescue District No. 1			Chelan County Fire District No. 7
		North Powder Rural Fire Protection District			Chelan County Fire District No. 8
		North Sherman County Rural Fire Protection District			Chelan County Fire District No. 9
		North Unit Irrigation District			Chelan County Public Hospital District No. 1
		Northeast Oregon Housing Authority			Chelan County Public Utility District No. 1
		Northern Wasco County Park and Recreation District			Chelan County/Wenatchee Housing Authority
		Northern Wasco County People's Utility District			Chelan-Douglas Health District
		Northwest Oregon Housing Authority			Chinook Water District
		Nyssa Road Assessment District No. 2			Chuckanut Community Forest Park District
		Nyssa Rural Fire Protection District			Clallam Conservation District
		Oak Hill Sanitary District			Clallam County Fire District No. 2
		Oak Lodge Sanitary District			Clallam County Fire District No. 5
		Oak Lodge Water District			Clallam County Fire District No. 6
		Oceanside Water District			Clallam County Fire Protection District No. 1
		Ochoco West Sanitary District			Clallam County Fire Protection District No. 3
		Odell Sanitary District			Clallam County Fire Protection District No. 4
		Ontario Library District			Clallam County Hospital District No. 1
		Oregon Fire Districts Association			Clallam County Housing Authority
		Oregon Infrastructure Finance Authority			Clallam County Parks and Recreation District No. 1
		Oregon Trail Library District			Clallam County Public Hospital District No. 2
		Oregon Water Wonderland Unit II Sanitary District			Clallam County Public Utility District No. 1
		Owyhee Irrigation District			Clark County Fire District No. 10
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 11
		Pacific Communities Health District			Clark County Fire District No. 13
		Palatine Hill Water District			Clark County Fire District No. 5
		Peninsula Drainage District No. 1			Clark County Fire Protection District No. 3
		Peninsula Drainage District No. 2			Clark County Fire Protection District No. 6
		Pilot Rock Fire Protection District			Clark County Public Utility District No. 1
		Pine Grove Rural Fire Protection District			Clark Regional Wastewater District
		Pleasant Hill Rural Fire Protection District			Cline Irrigation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pleasant Home Water District			Clinton Water District
		Polk County Fire District No- 1			Coal Creek Utility District
		Polk County Housing Authority			Columbia Conservation District
		Polk Soil and Water Conservation District			Columbia County Fire District No. 3
		Portland Metropolitan Area Water District			Columbia County Public Hospital District No. 1
		Public Procurement Authority			Columbia County Rural Library District
		Rainbow Water District			Columbia Irrigation District
		Raleigh Water District			Columbia Valley Water District
		Redmond Area Park and Recreation District			Colville Indian Housing Authority
		Riddle Rural Fire District			Consolidated Irrigation District No. 14
		River Forest Acres Special Road District			Covington Water District
		River Road Park and Recreation District			Cowiche Sewer District
		Rivergrove Water District			Cowlitz County Cemetery District No. 2
		Roads End Sanitary District			Cowlitz County Fire District No. 6
		Roberts Creek Water District			Cowlitz County Public Utility District No. 1
		Rockwood Water People's Utility District			Cowlitz Transit Authority
		Rogue River Cemetery Maintenance District			Cross Valley Water District
		Rogue Valley Transportation District			Dallesport Water District
		Roseburg Urban Sanitary Authority			Douglas County Fire District No. 2
		Sable Drive Road District			Douglas County Fire Protection District No. 5
		Salem Area Mass Transit District			Douglas County Public Utility District No. 1
		Salem Housing Authority			Douglas County Sewer District No. 1
		Salem-Keizer Transit District			Douglas-Okanogan County Fire District No. 15
		Santa Clara Rural Fire Protection District			East Columbia Basin Irrigation District
		Santiam Water Control District			East Gig Harbor Water District
		Scappoose Rural Fire District			East Lewis County Public Development Authority
		Scio Rural Fire District			East Pierce Fire and Rescue District No. 22
		Scottsburg Rural Fire District			East Spokane Water District No. 1
		Seal Rock Fire District			East Wenatchee Water District
		Seal Rock Water District			Eastmont Metropolitan Park District
		Shangri-La Water District			Eastsound Sewer and Water District
		Shasta View Irrigation District			Edmonds Public Facilities District
		Siletz Rural Fire Protection District			Ellensburg Business Development Authority
		Silverton Fire District			Enterprise Cemetery District No. 7
		Sisters-Camp Sherman Rural Fire Protection District			Entiat Irrigation District
		Siuslaw Public Library District			Everett Housing Authority
		South Clackamas Transportation District			Everett Public Facilities District
		South Suburban Sanitary District			Evergreen Water-Sewer District No. 19
		Southern Curry Cemetery Maintenance District			Fall City Water District
		Southwest Lincoln County Water District			Ferry County Public Utility District No. 1
		Spring River Special Road District			Ferry/Okanogan County Fire Protection District No. 13
		Springfield Utility District			Fisherman Bay Sewer District
		Stanfield Fire District No. 7-402			Foster Creek Conservation District
		Stayton Fire District			Four Lakes Water District No. 10
		Suburban East Salem Water District			Franklin Conservation District
		Sunrise Water Authority			Franklin County Cemetery District No. 2
		Sunset Empire Transportation District			Franklin County Fire District No. 1
		Swalley Irrigation District			Franklin County Fire Protection District No. 3
		Sweet Home Fire and Ambulance District			Franklin County Irrigation District No. 1
		Talent Irrigation District			Franklin County Public Utility District No. 1
		Terrebonne Domestic Water District			Freeland Water and Sewer District
		Three Sisters Irrigation District			Ft. Worden Public Development Authority
		Tillamook County Transportation District			Gardena Farms Irrigation District No. 13
		Tillamook People's Utility District			Goforth Special Utility District
		Tiller Rural Fire District			Grand Coulee Project Hydroelectric Authority
		Toledo Rural Fire Protection District			Grandview Irrigation District
		Tri City Rural Fire District No. 4			Grant County Airport District No. 1
		Tri City Water District			Grant County Fire District No. 10
		Tri-City Service District			Grant County Fire District No. 11
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 3
		Tualatan Hills Park and Recreation District			Grant County Fire District No. 4
		Tualatin Hills Park and Recreation District			Grant County Fire District No. 7
		Tualatin Valley Irrigation District			Grant County Fire Protection District No. 5
		Tualatin Valley Water District			Grant County Housing Authority
		Tumalo Irrigation District			Grant County Mosquito Control District No. 1
		Twin Rocks Sanitary District			Grant County Mosquito District No. 2
		Umatilla County Housing Authority			Grant County Port District No. 4
		Umatilla Hospital District			Grant County Port District No. 6
		Umatilla Land Redevelopment Authority			Grant County Port District No. 7
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 1
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 2
		Umatilla Rural Fire Protection District			Grant County Public Hospital District No. 3
		Union Cemetery District			Grant County Public Hospital District No. 4
		Vale Oregon Irrigation District			Grant County Public Utility District No. 2
		Valley View Water District			Grant Transit Authority
		Vandevert Acres Special Road District			Grays Harbor Conservation District
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 1
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 12
		Wallowa County Health Care District			Grays Harbor County Fire Protection District No. 14
		Wamic Water and Sanitary Authority			Grays Harbor County Fire Protection District No. 2
		Warm Springs Housing Authority			Grays Harbor County Fire Protection District No. 7
		Wasco County Soil and Water Conservation District			Grays Harbor County Housing Authority
		Washington County Fire District No. 2			Grays Harbor County Water District No. 1
		Washington County Housing Authority			Grays Harbor County Water District No. 2
		Water Wonderland Improvement District			Grays Harbor Drainage District No. 1
		Wedderburn Sanitary District			Grays Harbor Fire District No. 10
		West Slope Water District			Grays Harbor Historical Seaport Authority
		West Valley Housing Authority			Grays Harbor Public Utility District No. 1
		Western Lane Ambulance District			Grays Harbor Transportation Authority
		Westport Wauna Rural Fire Protection District			Greater Wenatchee Irrigation District
		Westwood Hills Road District			Greater Wenatchee Regional Events Center Public Facilities District
		Wiard Memorial Park District			Green Tank Irrigation District No. 11
		Wickiup Water District			Hartstene Pointe Water-Sewer District
		Willamalane Park and Recreation District			Highland Water District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Williams Rural Fire Protection District			Highlands Sewer District
		Willow Creek Park District			Highline Water District
		Winchester Bay Sanitary District			Historic Seattle Preservation and Development Authority
		Winston-Dillard Fire District			Holmes Harbor Sewer District
		Winston-Dillard Water District			Hunters Water District
		Woodburn Rural Fire Protection District			Hydro Irrigation District No. 9
		Yamhill County Housing Authority			Icicle Irrigation District
		Yamhill Fire Protection District			Inchelium Water District
		Youngs River-Lewis and Clark Water District			Irvin Water District No. 6
		State			Island County Fire District No. 3
		Oregon Department of Administrative Services			Island County Fire Protection District No. 1
		Oregon Department of Revenue			Island County Housing Authority
		Oregon Health Licensing Agency			Jefferson County Conservation District
		Oregon Higher Education Coordinating Commission			Jefferson County Fire District No. 5
		Oregon Secretary of State			Jefferson County Fire Protection District No. 1
		Oregon State Board of Nursing			Jefferson County Fire Protection District No. 3
		State of Oregon			Jefferson County Public Utility District No. 1
		Tribal			Jefferson County Water District No. 3
		Burns Paiute Tribe			Jefferson Transit Authority
		Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians			Juniper Beach Water District
		Confederated Tribes of Grand Ronde Community			Kapowsin Water District
		Confederated Tribes of Siletz Indians			Kelso Housing Authority
		Confederated Tribes of the Umatilla Indian Reservation			Kennewick Housing Authority
		Confederated Tribes of the Warm Springs			Kennewick Irrigation District
		Coquille Indian Tribe			Kennewick Public Facilities District
		Klamath Tribes			Kennewick Public Hospital District
					Kent Fire Department Regional Fire Authority
					Key Peninsula Metro Parks District
					King County Airport District No. 1
					King County Ferry District
					King County Fire Protection District No. 16
					King County Fire Protection District No. 2
					King County Fire Protection District No. 20
					King County Fire Protection District No. 25
					King County Fire Protection District No. 27
					King County Fire Protection District No. 28
					King County Fire Protection District No. 34
					King County Fire Protection District No. 37
					King County Fire Protection District No. 40
					King County Fire Protection District No. 43
					King County Fire Protection District No. 44
					King County Fire Protection District No. 45
					King County Fire Protection District No. 47
					King County Fire Protection District No. 50
					King County Flood Control District
					King County Hospital District No. 4
					King County Housing Authority
					King County Public Hospital District No. 1
					King County Public Hospital District No. 2
					King County Water District No. 1
					King County Water District No. 111
					King County Water District No. 117
					King County Water District No. 119
					King County Water District No. 125
					King County Water District No. 19
					King County Water District No. 20
					King County Water District No. 45
					King County Water District No. 49
					King County Water District No. 54
					King County Water District No. 90
					Kitsap Conservation District
					Kitsap County Consolidated Housing Authority
					Kitsap County Fire District No. 18
					Kitsap County Public Utility District No. 1
					Kitsap County Rural Library District
					Kitsap Public Health District
					Kittitas County Conservation District
					Kittitas County Fire District No. 2
					Kittitas County Fire Protection District No. 7
					Kittitas County Hospital District No. 2
					Kittitas County Housing Authority
					Kittitas County Public Utility District No. 1
					Kittitas County Water District No. 5
					Kittitas County Water District No. 6
					Kittitas County Water District No. 7
					Klickitat County Fire District No. 14
					Klickitat County Fire District No. 15
					Klickitat County Fire District No.1
					Klickitat County Fire Protection District No. 4
					Klickitat County Fire Protection District No. 5
					Klickitat County Port District No. 1
					Klickitat County Public Hospital District No. 1
					Klickitat County Public Hospital District No. 2
					Klickitat County Public Utility District No. 1
					Lacey Fire District 3
					Lake Chelan Reclamation District
					Lake Chelan Sewer District
					Lake Forest Park Water District
					Lake Stevens Sewer District
					Lake Wenatchee Water District
					Lake Whatcom Water and Sewer District
					Lakehaven Utility District
					Lakewood Water District
					Lenora Water and Sewer District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lewis County Conservation District
					Lewis County Fire District No. 1
					Lewis County Fire District No. 11
					Lewis County Fire District No. 13
					Lewis County Fire District No. 18
					Lewis County Fire District No. 9
					Lewis County Fire Protection District No. 14
					Lewis County Fire Protection District No. 16
					Lewis County Fire Protection District No. 2
					Lewis County Fire Protection District No. 5
					Lewis County Fire Protection District No. 6
					Lewis County Fire Protection District No. 8
					Lewis County Hospital District No. 1
					Lewis County Public Facilities District
					Lewis County Public Utility District No. 1
					Lewis County Water District No. 1
					Lewis County Water District No. 3
					Lewis Public Transportation Benefit Area Authority
					Liberty Lake Sewer and Water District
					Lincoln County Fire District No. 1
					Lincoln County Fire District No. 4
					Lincoln County Fire Protection District No. 5
					Lincoln County Fire Protection District No. 6
					Lincoln County Fire Protection District No. 8
					Lincoln County Hospital District No. 3
					Lincoln-Adams County Fire Protection District No. 3
					Longview Housing Authority
					Lopez Island Library District
					Lower Elwha Housing Authority
					Lower Squilchuck Irrigation District
					Lummi Housing Authority
					Lummi Tribal Sewer and Water District
					Makah Housing Authority
					Malaga Water District
					Manchester Water District
					Manson Park and Recreation District
					Marshland Flood Control District
					Marysville Fire District
					Mason Conservation District
					Mason County Fire District No. 13
					Mason County Fire District No. 17
					Mason County Fire District No. 2
					Mason County Fire District No. 4
					Mason County Fire Protection District No. 5
					Mason County Fire Protection District No. 8
					Mason County Housing Authority
					Mason County Public Hospital District No. 1
					Mason County Public Utility District No. 1
					Mason County Public Utility District No. 3
					Mason County Transit Authority
					Methow Valley Irrigation District
					Mid-Columbia Library District
					Midway Sewer District
					Moab Irrigation District No. 20
					Moses Lake Irrigation and Rehabilitation District
					Mukilteo Water and Wastewater District
					Naches-Selah Irrigation District
					North Beach Water District
					North Central Washington Economic Development District
					North City Water District
					North County Regional Fire Authority
					North Highline Fire District
					North Perry Avenue Water District
					North Whidbey Park and Recreation District
					Northeast Sammamish Sewer and Water District
					Northshore Utility District
					Northwest Park and Recreation District No. 2
					Okanogan Conservation District
					Okanogan County Cemetery District No. 4
					Okanogan County Fire District No. 6
					Okanogan County Fire Protection District No. 11
					Okanogan County Housing Authority
					Okanogan County Public Hospital District No. 3
					Okanogan County Public Hospital District No. 4
					Okanogan County Public Utility District No. 1
					Okanogan Fire Protection District No. 16
					Okanogan Irrigation District
					Olympic View Water and Sewer District
					Olympus Terrace Sewer District
					Orcas Island Library District
					Orchard Avenue Irrigation District No. 6
					Oroville Housing Authority
					Oroville-Tonasket Irrigation District
					Othello Housing Authority
					Pacific Conservation District
					Pacific County Fire District No. 2
					Pacific County Fire Protection District No. 1
					Pacific County Fire Protection District No. 3
					Pacific County Public Healthcare Services District No. 3
					Pacific County Public Utility District No. 2
					Pacific Hospital Preservation and Development Authority
					Palouse Conservation District
					Pasco/Franklin County Housing Authority
					Pend Oreille County Fire District No. 2

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pend Oreille County Fire District No. 4
					Pend Oreille County Fire District No. 5
					Pend Oreille County Library District
					Pend Oreille County Public Hospital District No. 1
					Pend Oreille County Public Utility District No. 1
					Peninsula Housing Authority
					Peninsula Metropolitan Park District
					Peshastin Irrigation District
					Peshastin Water District
					Pierce Conservation District
					Pierce County Fire District No. 13
					Pierce County Fire District No. 16
					Pierce County Fire District No. 18
					Pierce County Fire District No. 23
					Pierce County Fire District No. 27
					Pierce County Fire District No. 3
					Pierce County Fire District No. 5
					Pierce County Fire District No. 8
					Pierce County Fire Protection District No. 14
					Pierce County Fire Protection District No. 2
					Pierce County Fire Protection District No. 21
					Pierce County Housing Authority
					Pike Place Market Preservation and Development Authority
					Point Roberts Water District No. 4
					Ponderay Shores Water and Sewer District
					Port Ludlow Drainage District
					Prescott Joint Parks and Recreation District
					Prosser Fire District No. 3
					Prosser Public Hospital District
					Public Hospital District No. 1
					Public Hospital District No. 3
					Public Utility District No- 1
					Puyallup Tribal Health Authority
					Quileute Housing Authority
					Quinault Housing Authority
					Quincy-Columbia Basin Irrigation District
					Renton Housing Authority
					Richland Housing Authority
					Richland Public Facilities District
					Ronald Wastewater District
					Roza Irrigation District
					Sacheen Lake Sewer and Water District
					Sammamish Plateau Water and Sewer District
					San Juan Island Library District
					Saratoga Water District
					Scatchet Head Water District
					Seattle Chinatown International District Preservation and Development Author
					Seattle Housing Authority
					Seattle Southside Regional Tourism Authority
					Selah-Moxee Irrigation District
					Si View Metropolitan Park District
					Silver Lake Flood Control District
					Silver Lake Water And Sewer District
					Silverdale Water District
					Skagit Conservation District
					Skagit County Cemetery District No. 2
					Skagit County Fire District No. 10
					Skagit County Fire District No. 11
					Skagit County Fire District No. 15
					Skagit County Fire District No. 9
					Skagit County Fire Protection District No. 13
					Skagit County Fire Protection District No. 14
					Skagit County Fire Protection District No. 2
					Skagit County Fire Protection District No. 3
					Skagit County Fire Protection District No. 4
					Skagit County Fire Protection District No. 5
					Skagit County Fire Protection District No. 8
					Skagit County Housing Authority
					Skagit County Public Hospital District No. 1
					Skagit County Public Hospital District No. 2
					Skagit County Public Hospital District No. 304
					Skagit County Public Utility District No. 1
					Skagit County Sewer District No. 1
					Skagit County Sewer District No. 2
					Skagit Valley Public Hospital District No. 1
					Skamania County Fire District No. 1
					Skamania County Fire District No. 4
					Skamania County Public Hospital District No. 1
					Skamania County Public Utility District No. 1
					Skamokawa Water and Sewer District
					Skyway Water and Sewer District
					Snohomish County Fire District No. 15
					Snohomish County Fire District No. 16
					Snohomish County Fire District No. 19
					Snohomish County Fire District No. 26
					Snohomish County Fire District No. 5
					Snohomish County Fire Protection District No. 1
					Snohomish County Fire Protection District No. 17
					Snohomish County Fire Protection District No. 21
					Snohomish County Fire Protection District No. 22
					Snohomish County Fire Protection District No. 25
					Snohomish County Fire Protection District No. 28
					Snohomish County Fire Protection District No. 3
					Snohomish County Fire Protection District No. 7

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Housing Authority
					Snohomish County Public Hospital District No. 1
					Snohomish County Public Hospital District No. 2
					Snohomish County Public Utility District No. 1
					Snohomish Health District
					Snohomish River Regional Water Authority
					Snoqualmie Valley Hospital District
					South Columbia Basin Irrigation District
					South Correctional Entity Public Development Authority
					South Naches Irrigation District
					South Whatcom Fire Authority
					South Whidbey Parks and Recreation District
					South Yakima Conservation District
					Southwest Suburban Sewer District
					Spokane Conservation District
					Spokane County Fire District No. 12
					Spokane County Fire District No. 2
					Spokane County Fire District No. 4
					Spokane County Fire Protection District No. 10
					Spokane County Fire Protection District No. 11
					Spokane County Fire Protection District No. 13
					Spokane County Fire Protection District No. 3
					Spokane County Fire Protection District No. 5
					Spokane County Fire Protection District No. 8
					Spokane County Fire Protection District No. 9
					Spokane County Library District
					Spokane County Water District No. 3
					Spokane Housing Authority
					Spokane Indian Housing Authority
					Spokane Public Facilities District
					Spokane Regional Health District
					Spokane Transit Authority
					Startup Water District
					Steptoe Sewer District No. 1
					Stevens County Fire District No. 2
					Stevens County Fire District No. 6
					Stevens County Fire Protection District No. 1
					Stevens County Fire Protection District No. 10
					Stevens County Fire Protection District No. 12
					Stevens County Fire Protection District No. 5
					Stevens County Public Utility District No. 1
					Stevens County Rural Library District
					Stevens Pass Sewer District
					Sun Harbor Water District No. 3
					Sunnyside Housing Authority
					Sunnyside Valley Irrigation District
					Sunnyslope Water District
					Swinomish Housing Authority
					Tacoma Community Redevelopment Authority
					Tacoma Housing Authority
					Tacoma Metropolitan Park District
					Terrace Heights Sewer District
					Thea Foss Waterway Development Authority
					Three Rivers Regional Wastewater Authority
					Thurston Conservation District
					Thurston County Fire District No. 12
					Thurston County Fire District No. 4
					Thurston County Fire District No. 9
					Thurston County Fire Protection District No. 3
					Thurston County Fire Protection District No. 5
					Thurston County Fire Protection District No. 6
					Thurston County Fire Protection District No. 8
					Thurston County Housing Authority
					Thurston County Public Utility District No. 1
					Tri-County Economic Development District
					Tukwila Metropolitan Park District
					Underwood Conservation District
					Union Gap Irrigation District
					Val Vue Sewer District
					Valley Regional Fire Authority
					Valley View Sewer District
					Valley Water District
					Vancouver Housing Authority
					Vashon Park District
					Wahkiakum County Public Utility District No. 1
					Wahkiakum Fire Protection District No. 1
					Wahkiakum Port District No. 1
					Walla Walla County Fire Protection District No. 1
					Walla Walla County Fire Protection District No. 3
					Walla Walla County Fire Protection District No. 4
					Walla Walla County Fire Protection District No. 5
					Walla Walla County Fire Protection District No. 8
					Walla Walla County Rural Library District
					Walla Walla Housing Authority
					Wallula Water District No. 1
					Washington State Convention Center Public Facilities District
					Washington State Major League Baseball Stadium Public Facilities District
					Washington State Tobacco Settlement Authority
					Water District 19
					Wells Ranch Irrigation District
					Wenatchee Reclamation District
					Wenatchee-Chiwawa Irrigation District
					West Sound Utility District
					Whatcom Conservation District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Whatcom County Fire District No. 1
					Whatcom County Fire District No. 11
					Whatcom County Fire District No. 14
					Whatcom County Fire District No. 16
					Whatcom County Fire District No. 17
					Whatcom County Fire District No. 4
					Whatcom County Fire District No. 5
					Whatcom County Fire District No. 7
					Whatcom County Fire District No. 8
					Whatcom County Public Utility District No. 1
					Whatcom County Water District No. 12
					Whatcom County Water District No. 13
					Whatcom County Water District No. 2
					Whatcom County Water District No. 7
					Whatcom Transportation Authority
					Whidbey Island Public Hospital District
					Whitestone Reclamation District
					Whitman County Fire District No. 11
					Whitman County Fire Protection District No. 12
					Whitman County Fire Protection District No. 14
					Whitman County Fire Protection District No. 7
					Whitman County Public Hospital District No. 3
					Whitman County Rural Library District
					Whitworth Water District No. 2
					Willapa Valley Water District
					William Shore Memorial Pool District
					Williams Lake Sewer District No. 2
					Wine Science Center Development Authority
					Wollochet Harbor Sewer District
					Woodinville Water District
					Yakima County Fire District No. 1
					Yakima County Fire District No. 3
					Yakima County Fire District No. 4
					Yakima County Fire District No. 5
					Yakima County Fire District No. 6
					Yakima County Fire Protection District No. 12
					Yakima County Fire Protection District No. 14
					Yakima County Mosquito Control District
					Yakima Housing Authority
					Yakima Regional Clean Air Authority
					Yakima Rural County Library District
					Yakima-Tieton Irrigation District
					State
					North Seattle Community College
					Seattle Colleges
					State Of Washington
					Washington State Department of Enterprise Services
					Washington State Department of Health
					Washington State Department of Social and Health Services
					Washington State Health Care Authority
					Tribal
					Columbia River Inter-Tribal Fish Commission
					Confederated Tribes of the Chehalis Reservation
					Confederated Tribes of the Colville Reservation
					Confederated Tribes of the Yakama Nation
					Cowlitz Indian Tribe
					Hoh Indian Tribe
					Jamestown S'Klallam Tribe
					Kalispel Tribe of Indians
					Lower Elwha Klallam Tribe
					Lummi Indian Nation
					Makah Tribe
					Muckleshoot Indian Tribe
					Nisqually Indian Tribe
					Nooksack Indian Tribe
					Port Gamble S'Klallam Tribe
					Puyallup Tribe of Indians
					Quileute Indian Tribe
					Quinault Indian Nation
					Samish Indian Nation
					Sauk-Suiattle Indian Tribe
					Skokomish Indian Tribe
					Snoqualmie Indian Tribe
					Spokane Tribe
					Squaxin Island Tribe
					Stillaguamish Tribe of Indians
					Suquamish Tribe
					Swinomish Indian Tribal Community
					Tulalip Tribes
					Upper Skagit Indian Tribe
					Yakama Nation Land Enterprise

Appendix C - Political Subdivision List for
Virginia

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Accomack-Northampton Transportation District	Accomack County Public Schools	Accomack County	Blue Ridge Community College	State of Virginia	Township of Green, Ross County
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alleghany County Public Schools	Amelia County	College of William and Mary	Virginia Department of Health	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amherst County	Dabney S. Lancaster Community College	Virginia Department of Health Professions	
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Appomattox County	Danville Community College	Virginia Department of Public Works	
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Arlington County	Eastern Shore Community College		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Augusta County	Eastern Virginia Medical School		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	George Mason University		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Germanna Community College		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bedford County Public Service Authority	J. Sargeant Reynolds Community College		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	James Madison University		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Botetourt County	John Tyler Community College		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Brunswick County	Longwood University		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Buchanan County	Lord Fairfax Community College		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Buchanan County Public Service Authority	Massanutten Technical Center		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Buckingham County	Mountain Empire Community College		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Buckingham County Board of Supervisors	New College Institute		
City of Lynchburg	Buchanan County Industrial Development Authority	Buena Vista City Public Schools	Campbell County	New River Community College		
City of Manassas	Buena Vista Public Service Authority	Campbell County Public Schools	Caroline County	Norfolk State University		
City of Manassas Park	Campbell County Utilities and Service Authority	Caroline County Public Schools	Carroll County	Northern Virginia Community College		
City of Martinsville	Carroll County Industrial Development Authority	Carroll County Public Schools	Carroll County Public Service Authority	Old Dominion University		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Charles City County School District	Charles City County	Patrick Henry Community College		
City of Norfolk	Castlewood Water and Sewage Authority	Charlotte County Public Schools	Charlotte County	Paul D. Camp Community College		
City of Norton	Central Shenandoah Planning District Commission	Charlottesville City Schools	Chesterfield County	Piedmont Virginia Community College		
City of Petersburg	Central Virginia Regional Jail Authority	Chesapeake Public Schools	Clarke County	Radford University		
City of Poquoson	Central Virginia Waste Management Authority	Chesterfield County Public Schools	Craig County	Rappahannock Community College		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Clarke County School District	Culpeper County	Richard Bland College		
City of Radford	Charlottesville-Albemarle Airport Authority	Colonial Beach Schools	Cumberland County	Rowanty Technical Center		
City of Richmond	Chesapeake Airport Authority	Colonial Heights Public Schools	Dickenson County	Southern Virginia Higher Education Center		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Copper River School District	Dinwiddie County	Southside Virginia Community College		
City of Salem	Chesapeake Hospital Authority	Covington City Public Schools	Essex County	Southwest Virginia Community College		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Craig County Public Schools	Fairfax County	State Council of Higher Education for Virginia		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fauquier County	Thomas Nelson Community College		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Cumberland County Public Schools	Floyd County	Tidewater Community College		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Danville Public Schools	Fluvanna County	University of Mary Washington		
City of Williamsburg	Culpeper Soil and Water Conservation District	Dickenson County Public Schools	Franklin County	University of Virginia		
City of Winchester	Cumberland Plateau Planning District Commission	Dinwiddie County Public Schools	Frederick County	University of Virginia Foundation		
Town of Abingdon	Cumberland Plateau Regional Housing Authority	Fairfax County Public Schools	Giles County	University of Virginia Health System		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Falls Church City Public Schools	Gloucester County	University of Virginia, Wise		
Town of Altavista	Danville Redevelopment and Housing Authority	Fauquier County Public Schools	Goochland County	Virginia College Savings Plan		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Floyd County Public Schools	Grayson County	Virginia Commonwealth University		
Town of Appalachia	Dickenson County Industrial Development Authority	Fluvanna County Public Schools	Greene County	Virginia Community College System		
Town of Appomattox	Dickenson County Public Service Authority	Franklin City Schools	Greensville County	Virginia Highlands Community College		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Franklin County Public Schools	Halifax County	Virginia Military Institute		
Town of Bedford	Dinwiddie County Water Authority	Frederick County Public Schools	Hanover County	Virginia Polytechnic Institute and State University		
Town of Berryville	District Three Governmental Cooperative	Fredericksburg City Public Schools	Henrico County	Virginia State University		
Town of Big Stone Gap	Dryden Water Authority	Galax City Public Schools	Henry County	Virginia Western Community College		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Giles County Public Schools	Henry County Public Service Authority	Wytheville Community College		
Town of Bluefield	Essex County Industrial Development Authority	Gloucester County Public Schools	Highland County			
Town of Boones Mill	Fairfax County Economic Development Authority	Goochland County Public Schools	Isle of Wight County			
Town of Bowling Green	Fairfax County Park Authority	Grayson County Public Schools	James City County			
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Greene County Schools	King and Queen County			
Town of Boydton	Fairfax County Water Authority	Greensville County Public Schools	King George County			
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	King George County Service Authority			
Town of Broadway	Floyd County Economic Development Authority	Hampton City Schools	King William County			
Town of Brodnax	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Lancaster County			
Town of Brookneal	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	Lee County			
Town of Buchanan	Frederick County Sanitation Authority	Henrico County Public Schools	Loudoun County			
Town of Burkeville	Fredericksburg Stafford Park Authority	Henry County Public Schools	Louisa County			
Town of Cape Charles	Frederick-Winchester Service Authority	Highland County Public Schools	Lunenburg County			
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Madison County			
Town of Charlotte Court House	Ft. Monroe Authority	Imagine Schools	Mathews County			
Town of Chase City	Giles County Public Service Authority	Isle of Wight County Schools	Mecklenburg County			
Town of Chatham	Greensville County Water and Sewer Authority	King and Queen County Public Schools	Middlesex County			
Town of Cheriton	Halifax County Industrial Development Authority	King George County Public Schools	Montgomery County			
Town of Chilhowie	Halifax County Service Authority	King William County Public Schools	Nelson County			
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	New Kent County			
Town of Christiansburg	Hampton Roads Planning District Commission	Lee County Public Schools	Northampton County			
Town of Claremont	Hampton Roads Regional Jail Authority	Lexington City Schools	Northumberland County			
Town of Clarksville	Hampton Roads Sanitation District	Loudoun County Public Schools	Nottoway County			
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Orange County			
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	Page County			
Town of Clinchco	Headwaters Soil and Water Conservation District	Madison County Public Schools	Patrick County			
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Pittsylvania County			
Town of Coeburn	James River Water Authority	Manassas Park City Schools	Pittsylvania County Service Authority			
Town of Colonial Beach	John Flannagan Water Authority	Martinsville Public Schools	Powhatan County			
Town of Columbia	Joint Public Service Authority	Mathews County School District	Prince Edward County			
Town of Courtland	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Prince George County			
Town of Craigsville	Lee County Public Service Authority	Middlesex County Public Schools	Prince William County			
Town of Crewe	LENOWISCO Planning District Commission	Montgomery County Public Schools	Prince William County Service Authority			
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools	Pulaski County			
Town of Damascus	Loudoun County Sanitation Authority	New Kent County Schools	Rappahannock County			
Town of Dayton	Louisa County Water Authority	Newport News Public Schools	Richmond County			
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Norfolk Public Schools	Roanoke County			
Town of Dillwyn	Marion Redevelopment and Housing Authority	Northampton County School District	Rockbridge County			
Town of Drakes Branch	Maury Service Authority	Northumberland County Public Schools	Rockbridge County Public Service Authority			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Norton City Public Schools	Rockingham County			
Town of Dumfries	Meherrin River Regional Jail Authority	Nottoway County Public Schools	Russell County			
Town of Dungannon	Middle Peninsula Regional Airport Authority	Orange County Public Schools	Scott County			

City/Town	Special Distrricts	Public K-12	County	Public Higher Education	State	Townships
Town of Elkton	Montgomery County Public Service Authority	Page County Public Schools	Scott County Public Service Authority			
Town of Exmore	Montgomery Regional Solid Waste Authority	Patrick County Public Schools	Shenandoah County			
Town of Farmville	Mt. Rogers Planning District Commission	Petersburg City Public Schools	Smyth County			
Town of Fincastle	New River Regional Water Authority	Pittsylvania County School District	Southampton County			
Town of Floyd	New River Resource Authority	Poquoson City Public Schools	Spotsylvania County			
Town of Fries	New River Valley Planning District Commission	Portsmouth Public Schools	Stafford County			
Town of Front Royal	New River Valley Regional Jail Authority	Powhatan County Public Schools	Surry County			
Town of Gate City	Newport News Redevelopment and Housing Authority	Prince Edward County Schools	Sussex County			
Town of Glade Spring	Nicholas County Solid Waste Authority	Prince George County Public Schools	Tazewell County			
Town of Glasgow	Norfolk Airport Authority	Prince William County Schools	Tri-County Lake Administrative Commission			
Town of Glen Lyn	Norfolk Economic Development Authority	Pulaski County Public Schools	Warren County			
Town of Gordonsville	Norfolk Redevelopment and Housing Authority	Radford City Schools	Washington County			
Town of Goshen	Northern Neck Planning District Commission	Rappahannock County Public Schools	Westmoreland County			
Town of Gretna	Northern Virginia Regional Park Authority	Richmond City Public Schools	Wise County			
Town of Grottoes	Northern Virginia Transportation Authority	Richmond County Public Schools	Wythe County			
Town of Halifax	Northwestern Regional Jail Authority	Roanoke City Public Schools	York County			
Town of Hamilton	NRV Regional Water Authority	Roanoke County Public Schools				
Town of Haymarket	Pamunkey Regional Jail Authority	Rockbridge County Schools				
Town of Haysi	Patrick County Economic Development Authority	Rockingham County Public Schools				
Town of Herndon	Pepper's Ferry Regional Wastewater Treatment Authority	Russell County Public Schools				
Town of Hillsville	Petersburg Redevelopment and Housing Authority	Salem City Schools				
Town of Honaker	Peumansend Creek Regional Jail Authority	Scott County Public Schools				
Town of Hurt	Piedmont Soil and Water Conservation District	Shenandoah County Public Schools				
Town of Independence	Planning District One Behavioral Health Services	Smyth County Public Schools				
Town of Iron Gate	Portsmouth Redevelopment and Housing Authority	Southampton County Public Schools				
Town of Irvington	Prince William County Park Authority	Spotsylvania County Public Schools				
Town of Jonesville	Pulaski County Public Service Authority	Stafford County Public Schools				
Town of Kenbridge	Pulaski County Sewerage Authority	Staunton City Schools				
Town of Keysville	Radford Industrial Development Authority	Suffolk Public Schools				
Town of Kilmarnock	Randolph County Water, Sewer and Fire Protection Authority	Surry County Public Schools				
Town of La Crosse	Rapidan Service Authority	Sussex County Public Schools				
Town of Lawrenceville	Rappahannock Regional Jail Authority	Tazewell County Public Schools				
Town of Leesburg	Rappahannock-Shenandoah-Warren Regional Jail Authority	Virginia Beach City Public Schools				
Town of Louisa	Region 2000 Services Authority	Warren County Public Schools				
Town of Lovettsville	Richmond Behavioral Health Authority	Washington County School District				
Town of Luray	Richmond Hospital Authority	Waynesboro Public Schools				
Town of Marion	Richmond Metropolitan Authority	West Point Public Schools				
Town of Middleburg	Richmond Redevelopment and Housing Authority	Westmoreland County Public Schools				
Town of Middletown	Richmond Regional Planning District Commission	Williamsburg-James City County Public Schools				
Town of Mineral	Rivanna Solid Waste Authority	Winchester Public Schools				
Town of Monterey	Rivanna Water and Sewer Authority	Wise County Public Schools				
Town of Montross	Riverside Regional Jail Authority	Wythe County Public Schools				
Town of Mt. Jackson	Roanoke Redevelopment and Housing Authority	York County Public Schools				
Town of Narrows	Roanoke River Service Authority					
Town of New Castle	Roanoke Valley Broadband Authority					
Town of New Market	Roanoke Valley Resource Authority					
Town of Nickelsville	Robert E. Lee Soil and Water Conservation District					
Town of Occoquan	Rockbridge Area Network Authority					
Town of Onancock	Rockbridge County Solid Waste Authority					
Town of Orange	Russell County Industrial Development Authority					
Town of Pamplin City	Russell County Public Service Authority					
Town of Parksley	Scott County Economic Development Authority					
Town of Pearisburg	Scott County Redevelopment and Housing Authority					
Town of Pembroke	Shenandoah Valley Soil and Water Conservation District					
Town of Pennington Gap	Smyth County Industrial Development Authority					
Town of Phenix	Smyth Washington Regional Industrial Facilities Authority					
Town of Pocahontas	South Central Wastewater Authority					
Town of Pound	Southeastern Public Service Authority					
Town of Pulaski	Southside Planning District					
Town of Purcellville	Southside Regional Jail Authority					
Town of Quantico	Southwest Regional Recreation Authority					
Town of Remington	Southwest Virginia Regional Jail Authority					
Town of Rich Creek	Suffolk Redevelopment and Housing Authority					
Town of Richlands	Tappahannock-Essex County Airport Authority					
Town of Ridgeway	Tazewell County Airport Authority					
Town of Rocky Mount	Tazewell County Industrial Development Authority					
Town of Round Hill	Tazewell County Public Service Authority					
Town of Rural Retreat	Tazwell County Public Service Authority					
Town of Saltville	Thomas Jefferson Planning District Commission					
Town of Scottsville	Thomas Jefferson Soil and Water Conservation District					
Town of Shenandoah	Toms Brook-Maurertown Sanitary District					
Town of Smithfield	Upper Occoquan Service Authority					
Town of South Boston	Valley Municipal Utility District No. 2					
Town of South Hill	Vint Hill Economic Development Authority					
Town of St. Paul	Virginia Beach Development Authority					
Town of Stanley	Virginia Commercial Space Flight Authority					
Town of Stephens City	Virginia Highlands Airport Authority					
Town of Strasburg	Virginia Housing Development Authority					
Town of Stuart	Virginia Peninsulas Public Service Authority					
Town of Tangier	Virginia Port Authority					
Town of Tappahannock	Virginia Resources Authority					
Town of Tazewell	Virginia Tech/Montgomery Regional Airport Authority					
Town of Timberville	Virginia/Carolina Water Authority					
Town of Troutville	Virginia's First Regional Industrial Facility Authority					
Town of Urbanna	Washington County Industrial Development Authority					
Town of Victoria	Washington County Service Authority					
Town of Vienna	Waynesboro Economic Development Authority					
Town of Vinton	Waynesboro Redevelopment and Housing Authority					
Town of Wakefield	West Piedmont Planning District					
Town of Warrenton	Western Virginia Water Authority					
Town of Warsaw	Williamsburg Area Transit Authority					
Town of Washington	Winchester Regional Airport Authority					
Town of Waverly	Wired Road Authority					
Town of West Point	Wise County Public Service Authority					
Town of White Stone	Wise County Redevelopment and Housing Authority					
Town of Windsor	Woodway Water and Sewer Authority					
Town of Wise	Wytheville Redevelopment and Housing Authority					
Town of Woodstock						
Town of Wytheville						

Legislation Details (With Text)

File #:	20-733	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/19/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approval to execute the Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and the City of Cocoa for the release of $50,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-028-A, accepting the Revenue and Transferring Funds between Accounts for the Balance. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa 2020 Disbursement Agreement - Aurora Street Design.pdf Budget Resolution FY 2021.docx BAF 21-028-PW TIFT for Aurora Street (11-10-20) 20-733.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 19, 2020
Agenda Date: November 10, 2020
Prepared By: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Council approval to execute the Transportation Impact Fee Trust Fund Disbursement Agreement between Brevard County and the City of Cocoa for the release of $50,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-028-A, accepting the Revenue and Transferring Funds between Accounts for the Balance.

BACKGROUND:

Brevard County collects Transportation Impact Fees from development projects throughout the County. As part of this process, the County created a Transportation Impact Fee Trust (TIFT) Fund and entered into an interlocal agreement between the County and City to rely on the County for the collection and disbursement of impact fees related to project recommendations by the City. The City desires to construct sidewalks on Aurora Street from SR 520 to Jackson Street. Currently, this stretch of Aurora has no sidewalks and contains ditches on both sides of the roadway. The City has requested $50,000 in TIFT Funds to support the design of new sidewalks on Aurora Street. Due to the current construction of the roadway, this design will need to include stormwater improvements as part of the project. The addition of sidewalks would provide a new pedestrian method of

transportation on Aurora Street and enhance the City's efforts to support multi-modal transportation. Once the project scope is defined, the Public Works Department will provide an agenda item to approve entering into a design agreement with one of the City's Continuing Service Agreement providers for roadway design. The current estimated design cost is $50,000. If the actual design fee exceeds $50,000 for TIFT related improvements, the City will seek an increase in the disbursement amount to cover those costs. Any remaining disbursement funds will be placed back into Cocoa's portion of the Central Mainland TIFT Fund Balance.

STRATEGIC PLAN CONNECTION:

The addition of sidewalks to Aurora Street would help create safe walkable streets with access to different modes of transportation by implementing a mode of transportation that does not exist on this roadway.

BUDGETARY IMPACT:

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

BAF# 21-028-A

Amount Requested	($16,293)
Account Number	001-3510-541.46-00
Account Name	Repairs and Maintenance

Amount Requested	$16,293
Account Number	001-3510-541.63-00 SW21DP
Account Name	Infrastructure

Amount Requested	$50,000
Account Number	001-0000-337.40-01 SW21DP
Account Name	Physical Environment - Aurora Street

Amount Requested	$50,000
Account Number	001-3510-541.63-00 SW21DP
Account Name	Infrastructure

Total Budget $66,293 SW21DP

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Council approval to execute the Transportation Impact Fee Trust Fund Disbursement Agreement

between Brevard County and the City of Cocoa for the release of $50,000 of Central Mainland TIFT Funds for the design of the Aurora Street Sidewalk Project. Approve a Resolution Amending the FY21 Budget, BAF# 21-028-A, accepting the Revenue and Transferring Funds between Accounts for the Balance.

TRANSPORTATION IMPACT FEE TRUST FUND
DISBURSEMENT AGREEMENT
BETWEEN
BREVARD COUNTY, FLORIDA
and
CITY OF COCOA, FLORIDA

This Agreement is by and between **BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY," through its Board of County Commissioners and **CITY OF COCOA, FLORIDA**, a Florida municipal corporation, hereinafter referred to as "CITY".

WHEREAS, Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances as may be amended provides for the imposition of the Transportation Impact Fee and sets forth the manner and amount for collection and use of funds; and

WHEREAS, pursuant to interlocal agreement dated February 12, 1991, incorporated herein by this reference, the COUNTY and CITY have coordinated the collection of Transportation Impact Fees and participated in the process for project recommendations to the Board of County Commissioners of Brevard County, Florida; and

WHEREAS, under Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Laws and Ordinances and interlocal agreement, COUNTY is administrator for the Program and COUNTY is mandated to comply with various statutes, rules and regulations as to the allocation of expenditure of funds; and

WHEREAS, COUNTY is desirous of disbursing TIFT Funds to CITY and as administrator for the Program, COUNTY desires to obtain the assurances from CITY and CITY so assures COUNTY, that CITY will comply with all state and local statutes, rules and regulations and applicable codes and regulations relating to the Project(s) and the Program, as a condition precedent to the release of such funds to CITY.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

ARTICLE 1. RECITALS.

1.1 The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

ARTICLE 2. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1 ASSURANCES: means those assurances made by CITY to COUNTY specifically set forth in this Agreement.

2.2 IMPACT FEE PROGRAM OR PROGRAM: means the Transportation Impact Fee Program as contained in Chapter 62, Article V, Division 4, Sections 62-801 through 62-818 of the Brevard County Code of Ordinances of Brevard County, Florida, as may be amended.

2.3 INTERLOCAL AGREEMENT: means and refers to that agreement between Brevard County, Florida, and the City of Cocoa, Florida, dated February 12, 1991, providing for participation in the Brevard County Transportation Impact Fee Program.

2.4 PROGRAM INTEREST: means the interest generated from TIFT funds after receipt by CITY.

2.5 PROJECT(S): means the project or projects set forth in Article 3 hereof, and Exhibit "A" entitled "Project Description".

2.6 TIFT FUNDS: means the Transportation Impact Fee Trust and the monies given to CITY pursuant to the terms of this Agreement.

ARTICLE 3. PROJECT(S). CITY hereby agrees to provide and implement the following eligible Project(s):

3.1 Design of pedestrian improvements and associated stormwater improvements along Aurora Street from State Road 520 to Jackson Street in the City of Cocoa at a cost of $50,000.00. The Project(s) is (are) more specifically described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof. Payment shall be made from the Central Mainland TIFT Fund.

ARTICLE 4. FUNDING AND METHOD OF PAYMENT.

4.1 The amount payable by COUNTY under this Agreement shall be $50,000.00.

4.2 Following the execution of this Agreement, the COUNTY Planning and Development Department Director or designee shall provide written notice to the COUNTY Finance Department for the disbursement of TIFT Funds in the amount of $50,000.00.

ARTICLE 5. RECORDS.

5.1 The COUNTY and the CITY shall have the reciprocal right to review the records of the other as to receipt, allocation and expenditure of Impact Fees, including records as to bid awards and purchase orders. All such inspections shall be made upon reasonable notice and at a reasonable time and place. Upon a request to review or obtain copies of records by one party to the other hereunder,

the party responding to a request for review shall furnish assistance as well as copies of appropriate records for the project to the requesting party.

5.2 CITY hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices of the CITY which sufficiently and properly reflect all expenditures of funds provided by COUNTY under this Agreement.

5.3 If CITY has awarded a contract to an independent contractor to perform Project(s) services, CITY shall submit to COUNTY, if requested, a certified copy of the contractor's invoices stating the services rendered and the date the services were rendered specifically identifying TIFT Funds used.

5.4 CITY agrees to furnish to the COUNTY Planning and Development Department Director, status reports on November 1 of each year identifying the interest accrued, the expenditures to date and the project progress.

ARTICLE 6. ASSURANCES.

6.1 CITY hereby agrees to comply with all state and local laws, ordinances, and codes and regulations applicable to the expenditure of the TIFT Funds. Any conflict or inconsistency between state or local guidelines and regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

6.2 CITY agrees to expend TIFT Funds allocated to the Project(s) by the expiration date in Article 8. An administrative extension, if requested prior to expiration, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed one hundred eighty days if just cause is shown.

6.3 CITY agrees to complete each project identified in this Agreement. In the event TIFT Funds are not sufficient, the CITY may submit to the COUNTY a request for additional revenue from the TIFT Funds. However, if additional revenue is not provided pursuant to that request, the City agrees to utilize its independent resources to complete project.

6.4 CITY hereby agrees that if it has directly and knowingly caused any funds to be expended in violation of the Agreement, it shall be responsible to refund such monies in full to COUNTY.

6.5 CITY agrees to return to the Department the unexpended TIFT Funds no later than sixty days following the expiration date in Article 8 or within sixty days following the expiration of an administrative extension under Section 6.2, if applicable, along with a completed Form B, attached hereto and by this reference made a part hereof. This section shall not require the CITY to return to the COUNTY custody or control of any TIFT Funds which have been contractually

committed for expenditure by the CITY within a six-year time frame from the date of impact fee payment, but are yet unpaid, or funds the CITY's use of which is an issue in any pending litigation involving the CITY. An administrative extension for the return of funds, if requested prior to the sixty-day expiration period, may be granted by the COUNTY Planning and Development Department Director for a period not to exceed sixty days, if just cause is shown.

6.6 Program interest generated as a result of receipt of TIFT Funds may be retained by CITY, provided that this interest shall be added to TIFT Funds committed to the Project(s) by the CITY and used in conjunction with the original allocation to further the eligible project objective. Expenditure of program interest is subject to the terms of this Agreement with Brevard County. Any remaining interest generated in a contract period if not expended for the approved Project(s) shall be returned to COUNTY and shall be placed back in TIFT account for benefit of the South Mainland within the time periods provided in Section 6.6.

6.7 CITY hereby agrees and understands that all funding authorization through a TIFT Fund shall be used only for eligible activities specifically outlined in this Agreement. Revenues shall not be utilized for correcting deficiencies. Revenues shall be utilized to fund the future capacity components for transportation facilities identified in Exhibit "A". All expenditures shall be consistent with the Interlocal Agreement dated February 12, 1991.

6.8 CITY hereby agrees to submit to the COUNTY Planning and Development Department within sixty (60) days of the completion of each Project(s), as set out in Article 3, a complete financial accounting of all its Project(s) activities, as provided on Exhibit "B", attached hereto and by reference made a part hereof.

ARTICLE 7. INDEMNIFICATION.

7.1 CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, COUNTY, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the CITY's performance under this Agreement or the CITY’s failure to perform any obligation or undertaking as set forth in this Agreement. The CITY acknowledges that specific consideration has been given for this indemnity provision.

ARTICLE 8. TERM OF AGREEMENT.

8.1 This Agreement shall commence on the day the COUNTY Planning and Development Director provides written Notice to COUNTY Finance Department for the disbursement of TIFT Funds and shall terminate on September 30, 2024.

ARTICLE 9. TERMINATION.

9.1 If, through any cause, CITY fails to commence work on the project, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement and may require the return of funds expended or committed for expenditure in violation of this agreement by giving written notice to CITY of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If just cause is shown prior to termination, the COUNTY Planning and Development Department Director may specify in writing the actions that must be taken by CITY and a reasonable date for compliance; as a condition to avoid termination. In no event can the Agreement term be extended beyond the periods provided in this Agreement without amendment to the Agreement executed by both parties.

9.2 In the event of termination, upon request by the COUNTY, copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, reports prepared, and any other like documents secured by CITY with TIFT Funds under this Agreement shall be provided to COUNTY.

9.3 In the best interests of the program and in order to better serve the people in the impact fee districts and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty days' notice in writing of its intent to terminate, stating its reasons for doing so. In the event CITY or COUNTY terminates the Agreement, CITY shall refund COUNTY, all unexpended and unencumbered TIFT Funds received and interest accrued therefrom.

ARTICLE 10. INDEPENDENT CONTRACTOR.

10.1 CITY is an independent contractor under this Agreement. Services provided by CITY are subject to supervision by CITY and employees or service providers shall not be deemed officers, employees, or agents of Brevard County.

10.2 Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those

of CITY, which shall not conflict with COUNTY, or state rules or regulations relating to the use of TIFT Funds.

ARTICLE 11. ALL PRIOR DISBURSEMENT AGREEMENTS SUPERSEDED.

11.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing. This Agreement does not supersede Interlocal Agreement dated February 12, 1991 as amended from time to time.

ARTICLE 12. NOTICES.

12.1 Notice under this Agreement shall be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this article.

COUNTY: Director
Planning and Development Department
2725 Judge Fran Jamieson Way
Viera, FL 32940

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

ARTICLE 13. AMENDMENTS.

13.1 COUNTY may amend this Agreement, if required by legislation, to conform with mandates in state guidelines, directives, and objectives relating to the use of TIFT Funds. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Such amendment will not affect specific activities commenced under this agreement prior to amendment which were in compliance at the time of commencement. CITY shall be notified pursuant to Article 12 and such notification shall constitute an official amendment. No other modification,

amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE 14. CONFLICT OF INTEREST.

14.1 CITY covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project(s) during this tenure which would conflict in any manner or degree with the performance of this Agreement, and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of CITY or its employees shall be disclosed in writing to the Planning and Development Department.

ARTICLE 15. SEVERABILITY.

15.1 If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of the Agreement.

ARTICLE 16. GOVERNING LAW.

16.1 This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

ARTICLE 17. VENUE.

17.1 Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

ARTICLE 18. ATTORNEY'S FEES.

18.1 In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the last day written below.

ATTEST:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Scott Ellis, Clerk

_____
Bryan Andrew Lober, Chair

As approved by the Board of County Commissioners on August 25, 2020.

ATTEST:

CITY OF COCOA, FLORIDA

_____
Carie Shealy, City Clerk

_____
Jake Williams, Jr., Mayor

Date:_____, 2020

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____day of _____, 2020 by Bryan Andrew Lober, Chair of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

_____
NOTARY PUBLIC - State of Florida
My commission expires:

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____day of _____, 2020 by Jake Williams, Jr., Mayor of the City of Cocoa, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

_____
NOTARY PUBLIC - State of Florida
My commission expires:

EXHIBIT "A"

PROJECT(S) DESCRIPTION

This project encompasses all engineering related design work necessary to construct pedestrian improvements along Aurora Street from State Road 520 to Jackson Street and specifically includes the design of all necessary stormwater improvements to implement the pedestrian improvements.

From Central Mainland TIFT Fund.

EXHIBIT "B"

FINAL ACCOUNTING FOR PROJECT

Project Name: Aurora Street Pedestrian Improvements
From Central Mainland TIFT Fund

Date	Activity	Check #	Impact Fee Deposit	Project Expense	Program Interest	Unexpended funds
00/00/00						
Totals						

* Based on SBA Interest Rate applicable to each month.

City of Cocoa Budget Adjustment Form FY 2021 - 21-028-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3510 | DATE PREPARED: 10/29/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 16,293)	001-3510-541.46-00		REPAIRS & MAINTENANCE	$ 179,000	$ 179,000	$ 162,707	$ 0
$ 50,000	001-0000-337.40-01	SW21DP	Physical Environment - Aurora Street	$ 0	$ 0	$ 50,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 33,707	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,293	001-3510-541.63-00	SW21DP	Infrastructure	$ 300,000	$ 300,000	$ 316,293	$ 316,293
$ 50,000	001-3510-541.63-00	SW21DP	Infrastructure	$ 316,293	$ 316,293	$ 366,293	$ 366,293
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 66,293	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Funds are being transfered from Repairs and Maintenance to Capital Infrastructure as part of the Aurora Street Sidewalk Project (FKA Aurora Street Drainage Project) SW21DP. The rest of the funds required ($50,000), will be funded through the Transportation Impact Fee, included in this BAF. At a later date, the City will request an additional $16,293, to cover this portion currently funded by the City and another BAF will be performed to move these funds back to 46-00. Agenda 20-733

Council/Board APPROVAL REQUIRED? *YES* (●) ***NO*** ( ) ***DATE APPROVED:*** 11/10/20 ***RESOLUTION #:***

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/4/20	Bryant Smith Digitally signed by Bryant Smith Date: 2020.10.29 11:32:58 -04'00'	11/4/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.04 15:26:41 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/4/20	Bryant Smith Digitally signed by Bryant Smith Date: 2020.10.29 11:33:15 -04'00'	11/4/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.04 15:27:59 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	20-734	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/19/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY 2021 Budget, BAF# 21-012 T (2), pertaining to the COVID Payroll Payout through the use of Contingency in Multiple Funds and Police Union Salary Adjustments through the use of General Fund Contingency. (Finance Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	COVID Payout & PD Adj.pdf Budget Resolution FY 2021.docx BAF 21-012-T-FN- COVID Leave Payouts(11-10-20) Agenda 20-734 1 of 2.pdf BAF 21-012-T -FN-PD FY21 Pay Increase (11-10-20) Agenda 20-734 2 of 2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 19, 2020
Agenda Date: November 10, 2020
Prepared By: Lea Malarae, Senior Fiscal Analyst
Through: Rebecca Bowman, Finance Director, MBA, CGFM, CGFO
Requested Action:
Approve a Resolution Amending the FY 2021 Budget, BAF# 21-012 T (2), pertaining to the COVID Payroll Payout through the use of Contingency in Multiple Funds and Police Union Salary Adjustments through the use of General Fund Contingency.

BACKGROUND:

During the Florida COVID-19 shutdown in April, 2020, employees who continued working were provided with additional comp time for their efforts. Due to the City of Cocoa migrating from a weekly payroll to a bi-weekly payroll, employees were offered a one-time payout of their COVID compensation accruals up to certain limits. Budget was placed in the major funds' Contingency accounts to cover the cost of the employee elected COVID accruals payout. Now that the one-time payout of COVID comp time is complete, the exact cost of the payouts are known. It is now necessary to reallocate the budget from the Contingency accounts to the correct payroll account lines.

In addition, during the budget process Administrative Services was negotiating an MOU with the police union regarding wages. Budget was provided in the General Fund Contingency account for the estimated cost of increased union member's payroll expenditures in the amount of $200,000. The

MOU was agreed upon & adopted by City Council at the end of September. The negotiated payroll increases were effective 10/1/20. Now that the actual financial impact to FY20 budget of the salary increases are known, it is necessary to reallocate the budget from the General Fund contingency account to the correct payroll account lines. Important to note, the financial impact exceeds the $200,000 set aside in Contingency, however, any additional salary needs will be absorbed through position vacancies.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

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

Budget Adjustment Form **#21-012-T 1 of 2;** COVID Payout Adjustment (See attached spreadsheet listing all detailed transactions)

Amount Requested	$132,703
Account Name	General Fund
Amount Requested	$4,084
Account Name	Building Permits Fund
Amount Requested	$254
Account Name	Cocoa CRA Fund
Amount Requested	$87
Account Name	Diamond Square CRA Fund
Amount Requested	$81,502
Account Name	Water Sewer Fund
Amount Requested	$2,754
Account Name	Stormwater Fund

Budget Adjustment Form **#21-012-T 2 of 2**; Police Department Payroll Adjustment (See attached spreadsheet listing all detailed transactions)

Amount Requested	$200,000
Account Name	General Fund Contingency

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

Approve a Resolution Amending the FY 2021 Budget, BAF# 21-012 T (2), pertaining to the COVID Payroll Payout through the use of Contingency in Multiple Funds) and Police Union Salary Adjustments through the use of General Fund Contingency.

Account	Discription	Adopted Budget	AB % of Budget	BAF Amount
001-1600-513.39-00	GENERAL FUND CONTINGENCY			(200,000)
001-2100-521.12-00	LAW ENFORCEMENT / REGULAR SALARIES & WAGES	3,951,356	60.58%	121,153
001-2100-521.13-00	LAW ENFORCEMENT / OTHER SALARIES & WAGES	279,948	4.29%	8,584
001-2100-521.21-00	LAW ENFORCEMENT / FICA TAXES	342,003	5.24%	10,486
001-2100-521.22-00	LAW ENFORCEMENT / RETIREMENT CONTRIBUTIONS	54,503	0.84%	1,671
001-2100-521.22-01	RETIREMENT CONTRIBUTIONS / LICENSED POLICE OFFICERS	693,553	10.63%	21,265
001-2100-521.24-00	LAW ENFORCEMENT / WORKER'S COMPENSATION	245,128	3.76%	7,516
001-2101-521.12-00	LAW ENFORCEMENT / REGULAR SALARIES & WAGES	806,515	12.36%	24,729
001-2101-521.21-00	LAW ENFORCEMENT / FICA TAXES	64,006	0.98%	1,962
001-2101-521.22-00	LAW ENFORCEMENT / RETIREMENT CONTRIBUTIONS	83,568	1.28%	2,562
001-2101-521.24-00	LAW ENFORCEMENT / WORKER'S COMPENSATION	2,343	0.04%	72
		6,522,923	100%	200,000

Account	Discription	Increase	Decrease
001-1600-513.39-00	CONTINGENCY		(132,703)
001-1100-512.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	3,532	
001-1100-512.21-00	EXECUTIVE / FICA TAXES	271	
001-1100-512.22-00	EXECUTIVE / RETIREMENT CONTRIBUTIONS	27	
001-1100-512.24-00	EXECUTIVE / WORKER'S COMPENSATION	6	
001-1103-516.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	3,878	
001-1103-516.21-00	INFORMATION SYSTEMS / FICA TAXES	297	
001-1103-516.22-00	INFORMATION SYSTEMS / RETIREMENT CONTRIBUTI	170	
001-1103-516.24-00	INFORMATION SYSTEMS / WORKER'S COMPENSATION	7	
001-1500-513.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	6,161	
001-1500-513.21-00	FINANCE/ADMINISTRATIVE / FICA TAXES	472	
001-1500-513.24-00	FINANCE/ADMINISTRATIVE / WORKER'S COMPENSAT	11	
001-1510-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	3,688	
001-1510-536.21-00	WATER SEWER / FICA TAXES	283	
001-1510-536.22-00	WATER SEWER / RETIREMENT CONTRIBUTIONS	16	
001-1510-536.24-00	WATER SEWER / WORKER'S COMPENSATION	7	
001-1801-513.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	4,689	
001-1801-513.21-00	FINANCE/ADMINISTRATIVE / FICA TAXES	359	
001-1801-513.22-00	FINANCE/ADMINISTRATIVE / RETIREMENT CONTRIB	314	
001-1801-513.24-00	FINANCE/ADMINISTRATIVE / WORKER'S COMPENSAT	8	
001-1805-513.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	1,607	
001-1805-513.21-00	FINANCE/ADMINISTRATIVE / FICA TAXES	123	
001-1805-513.22-00	FINANCE/ADMINISTRATIVE / RETIREMENT CONTRIB	17	
001-1805-513.24-00	FINANCE/ADMINISTRATIVE / WORKER'S COMPENSAT	3	
001-2100-521.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	33,526	
001-2100-521.21-00	LAW ENFORCEMENT / FICA TAXES	2,565	
001-2100-521.22-00	LAW ENFORCEMENT / RETIREMENT CONTRIBUTIONS	33	
001-2100-521.24-00	LAW ENFORCEMENT / WORKER'S COMPENSATION	1,109	
001-2101-521.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	3,602	
001-2101-521.21-00	LAW ENFORCEMENT / FICA TAXES	276	
001-2101-521.24-00	LAW ENFORCEMENT / WORKER'S COMPENSATION	7	
001-2132-524.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	1,090	
001-2132-524.21-00	PROTECTIVE INSPECTIONS / FICA TAXES	84	
001-2132-524.22-00	PROTECTIVE INSPECTIONS / RETIREMENT CONTRIB	55	
001-2132-524.24-00	PROTECTIVE INSPECTIONS / WORKER'S COMPENSAT	29	
001-2200-522.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	2,884	
001-2200-522.21-00	FIRE CONTROL / FICA TAXES	221	
001-2200-522.24-00	FIRE CONTROL / WORKER'S COMPENSATION	150	
001-2201-522.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	30,178	
001-2201-522.21-00	FIRE CONTROL / FICA TAXES	2,309	
001-2201-522.24-00	FIRE CONTROL / WORKER'S COMPENSATION	1,567	
001-3200-515.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	4,119	
001-3200-515.21-00	COMPREHENSIVE PLANNING / FICA TAXES	316	
001-3200-515.22-00	COMPREHENSIVE PLANNING / RETIREMENT CONTRIB	209	

Account	Discription	Increase	Decrease
001-3200-515.24-00	COMPREHENSIVE PLANNING / WORKER'S COMPENSAT	11	
001-3205-559.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	1,154	
001-3205-559.21-00	OTHER ECONOMIC ENVIRON / FICA TAXES	89	
001-3205-559.22-00	OTHER ECONOMIC ENVIRON / RETIREMENT CONTRIB	99	
001-3205-559.24-00	OTHER ECONOMIC ENVIRON / WORKER'S COMPENSAT	2	
001-3500-519.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	286	
001-3500-519.21-00	OTHER GEN GOVT SERVICES / FICA TAXES	22	
001-3500-519.24-00	OTHER GEN GOVT SERVICES / WORKER'S COMPENSA	1	
001-3510-541.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	679	
001-3510-541.21-00	ROAD & STREET FACILITIES / FICA TAXES	52	
001-3510-541.24-00	ROAD & STREET FACILITIES / WORKER'S COMPENS	70	
001-3520-572.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	3,655	
001-3520-572.21-00	PARKS AND RECREATION / FICA TAXES	280	
001-3520-572.24-00	PARKS AND RECREATION / WORKER'S COMPENSATIO	372	
001-3540-519.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	2,601	
001-3540-519.21-00	OTHER GEN GOVT SERVICES / FICA TAXES	199	
001-3540-519.24-00	OTHER GEN GOVT SERVICES / WORKER'S COMPENSA	73	
001-3560-519.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	5,739	
001-3560-519.21-00	OTHER GEN GOVT SERVICES / FICA TAXES	439	
001-3560-519.24-00	OTHER GEN GOVT SERVICES / WORKER'S COMPENSA	224	
001-3580-519.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	2,088	
001-3580-519.21-00	OTHER GEN GOVT SERVICES / FICA TAXES	160	
001-3580-519.22-00	OTHER GEN GOVT SERVICES / RETIREMENT CONTRI	46	
001-3580-519.24-00	OTHER GEN GOVT SERVICES / WORKER'S COMPENSA	4	
001-1600-581.91-03	INTERFUND TRANSFER / BUILDING PERMITS	4,083	
107-0000-381.91-01	CONTINGENCY		(4,084)
107-3200-515.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	3,709	
107-3200-515.21-00	COMPREHENSIVE PLANNING / FICA TAXES	284	
107-3200-515.22-00	COMPREHENSIVE PLANNING / RETIREMENT CONTRIB	24	
107-3200-515.24-00	COMPREHENSIVE PLANNING / WORKER'S COMPENSAT	67	
110-3230-559.39-00	CONTINGENCY		(254)
110-3230-559.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	217	
110-3230-559.21-00	OTHER ECONOMIC ENVIRON / FICA TAXES	17	
110-3230-559.22-00	OTHER ECONOMIC ENVIRON / RETIREMENT CONTRIB	19	
110-3230-559.24-00	OTHER ECONOMIC ENVIRON / WORKER'S COMPENSAT	1	
111-3230-559.39-00	CONTINGENCY		(87)
111-3230-559.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	73	
111-3230-559.21-00	OTHER ECONOMIC ENVIRON / FICA TAXES	6	
111-3230-559.22-00	OTHER ECONOMIC ENVIRON / RETIREMENT CONTRIB	7	
111-3230-559.24-00	OTHER ECONOMIC ENVIRON / WORKER'S COMPENSAT	1	
421-4010-536.39-00	CONTINGENCY		(81,502)
421-1506-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	863	
421-1506-536.21-00	WATER SEWER / FICA TAXES	66	
421-1506-536.24-00	WATER SEWER / WORKER'S COMPENSATION	2	

Account	Discription	Increase	Decrease
421-1515-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	7,262	
421-1515-536.21-00	WATER SEWER / FICA TAXES	556	
421-1515-536.22-00	WATER SEWER / RETIREMENT CONTRIBUTIONS	89	
421-1515-536.24-00	WATER SEWER / WORKER'S COMPENSATION	260	
421-4010-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	3,123	
421-4010-536.21-00	WATER SEWER / FICA TAXES	239	
421-4010-536.22-00	WATER SEWER / RETIREMENT CONTRIBUTIONS	31	
421-4010-536.24-00	WATER SEWER / WORKER'S COMPENSATION	31	
421-4020-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	24,153	
421-4020-536.21-00	WATER SEWER / FICA TAXES	1,848	
421-4020-536.22-00	WATER SEWER / RETIREMENT CONTRIBUTIONS	125	
421-4020-536.24-00	WATER SEWER / WORKER'S COMPENSATION	855	
421-4025-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	13,905	
421-4025-536.21-00	WATER SEWER / FICA TAXES	1,064	
421-4025-536.24-00	WATER SEWER / WORKER'S COMPENSATION	500	
421-4055-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	5,454	
421-4055-536.21-00	WATER SEWER / FICA TAXES	418	
421-4055-536.22-00	WATER SEWER / RETIREMENT CONTRIBUTIONS	81	
421-4055-536.24-00	WATER SEWER / WORKER'S COMPENSATION	59	
421-4120-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	12,075	
421-4120-536.21-00	WATER SEWER / FICA TAXES	924	
421-4120-536.22-00	WATER SEWER / RETIREMENT CONTRIBUTIONS	109	
421-4120-536.24-00	WATER SEWER / WORKER'S COMPENSATION	330	
421-4125-536.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	6,362	
421-4125-536.21-00	WATER SEWER / FICA TAXES	487	
421-4125-536.24-00	WATER SEWER / WORKER'S COMPENSATION	231	
423-3570-538.39-00	CONTINGENCY		(2,754)
423-3570-538.12-12	REGULAR SALARIES & WAGES / ACCRUAL PAYOUTS	2,304	
423-3570-538.21-00	STORMWATER UTILITY / FICA TAXES	177	
423-3570-538.22-00	STORMWATER UTILITY / RETIREMENT CONTRIBUTIO	38	
423-3570-538.24-00	STORMWATER UTILITY / WORKER'S COMPENSATION	235	

City of Cocoa Budget Adjustment Form FY 2021 - 21-012-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/16/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 132,703)			General Fund	$ 0	$ 0	($ 132,703)	$ 0
($ 4,084)			Building Permits Fund	$ 0	$ 0	($ 4,084)	$ 0
($ 254)			Cocoa CRA Fund	$ 0	$ 0	($ 254)	$ 0
($ 87)			Diamond Square CRA Fund	$ 0	$ 0	($ 87)	$ 0
($ 81,502)			WaterSewer Fund	$ 0	$ 0	($ 81,502)	$ 0
($ 2,754)			Stormwater Fund	$ 0	$ 0	($ 2,754)	$ 0
($ 221,384)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 132,703			General Fund	$ 0	$ 0	$ 132,703	$ 0
$ 4,084			Building Permits Fund	$ 0	$ 0	$ 4,084	$ 0
$ 254			Cocoa CRA Fund	$ 0	$ 0	$ 254	$ 0
$ 87			Diamond Square CRA Fund	$ 0	$ 0	$ 87	$ 0
$ 81,502			WaterSewer Fund	$ 0	$ 0	$ 81,502	$ 0
$ 2,754			Stormwater Fund	$ 0	$ 0	$ 2,754	$ 0
$ 221,384	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

See attached spreadsheet for details. 1 of 2 Pages, Agenda 20-734
Covid-19 Payout.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

10/16/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.10.16 13:39:37 -04'00'	10/19/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.10.19 09:33:24 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/19/20	Rebecca Bowman — Digitally signed by Rebecca Bowman Date: 2020.11.04 13:17:55 -05'00'	11/4/20	Lora Howell — Digitally signed by Lora Howell Date: 2020.11.04 16:49:06 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2021 - 21-012-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 10/16/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 200,000)	001-1600-513.39-00		General Fund Contingency	$ 0	$ 0	($ 200,000)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 200,000)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 200,000			Various Police Department payroll accounts	$ 0	$ 0	$ 200,000	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 200,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

See attached spreadsheet for details. Police - Agenda 20-734 (2 of 2)

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

10/16/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.10.16 13:39:37 -04'00')	10/19/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.10.19 09:33:24 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/19/20	Rebecca Bowman (Digitally signed by Rebecca Bowman Date: 2020.11.04 13:19:33 -05'00')	11/4/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.11.04 16:54:10 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	20-739	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/20/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve Change Order #1 to FY20 P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, for the re-mobilization and replacement of a Variable Frequency Drive (VFD) component not included in the Original Quote/Purchase Order; To Authorize the City Manager to Execute the Change Order. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CE Power CO 825247.pdf Original PO 75893.pdf Notice of Award.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2020
Agenda Date: November 10, 2020
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Change Order #1 to FY20 P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, for the re-mobilization and replacement of a Variable Frequency Drive (VFD) component not included in the Original Quote/Purchase Order; To Authorize the City Manager to Execute the Change Order.

BACKGROUND:

The Dyal Ground Water Treatment Plant operates three (3) large transfer pumps which are used to pump/transfer treated water from the six multimedia filters to the two on-site five (5) million-gallon storage tanks.

On December 11, 2019, City Council approved Agenda Item 19-552 to replace Transfer Pump #3 Variable Frequency Drive component given the pump's continuous operations. CE Power Solutions had to reschedule the installation and programming of the VFD because delays were incurred as a result of Dyal Plant personnel performing additional work to the pump's electric motor.

This Change Order exceeds the original amount approved by council, $61,276, and will increase the cost of repair / replacement by $2,704.

Staff is requesting that City Council approve Change Order #1 to FY20 P.O. 75893 in the amount of $2,704 to include additional funds for the required re-mobilization and replacement.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$2,704
Account Number	421-4020-536.46-00
Account Name	Repairs & Maintenance
Source of Funds:	Operating Revenue
Change Order Amount	$2,704
Original Purchase Order	75,893
Original P.O. Amount	$61,276
Total number of change orders to date	1
Total amount in change orders to date	$2,704

PREVIOUS ACTION:

On December 11, 2019, City Council approved Bid Award No. B-20-05-COC to replace Transfer Pump #3 VFD with CE Power Solutions, LLC, Tampa, Florida, for the Dyal Water Treatment Plant.

RECOMMENDED MOTION:

To Approve Change Order #1 to FY20 P.O. 75893 with CE Power Solutions of Florida, Lakeland, Florida, for the re-mobilization and replacement of a Variable Frequency Drive (VFD) component not included in the Original Quote/Purchase Order; To Authorize the City Manager to Execute the Change Order.

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Innovative electrical solutions for a safe and reliable future.

Always Safe.
Always Honest.

October 13, 2020

City of Cocoa - Dyal Water Treatment Plant
28400 St. Rd. 520
Christmas, FL 32709

Attention: Tim Dyar, Chief of Maintenance

Subject: **Change Order** 825247 City of Cocoa – VFD Replacement Return Trip

Dear Tim,

CE Power Solutions appreciates this opportunity to be of service to City of Cocoa Dyal Water Treatment Plant. You can be assured that our crews will work safely to provide you with a quality project. CE Power Solutions has been a proven leader in electrical testing, commissioning, construction and engineering services. Our qualifications include:

- 24/7 Emergency service
- Highly skilled employees including NETA Certified technicians, Professional Engineers, Field Engineers, Project Managers, and Master and Journeymen Electricians
- Large local crews with access to a vast network of talent and resources to support large and turnkey projects with minimal downtime
- State-of-the-art specialized testing equipment
- Continuous training and professional development at all levels of the organization

We appreciate the opportunity to work with you on this project. If you have any questions or concerns, please contact me at 813.404.4567 or by email at brian.spence@cepowersol.com

Sincerely,

Brian Spence

Work Scope:

CE Power Solutions (CEPS) to make a return trip to finish the commissioning of the VFD once the new motor is installed and ready to run. Robert to schedule with Tim.

Notes and Clarifications:

1. CE Power Solutions is committed to a safe work environment for our personnel and in maintaining our industry leading safety record. In support of this effort, CE Power will "Move at the Speed of Safety". If site conditions are less than ideal, requiring additional time and effort to meet typical safety standards, CE Power reserves the right to pass on any delay costs to the customer.
2. This proposal includes labor, basic test equipment, and a written test report.
3. CE Power Solutions will apply appropriate state sales tax on all materials. If this project is tax exempt, please submit applicable tax-exempt certificate with purchase order or order acknowledgement upon award of the project.
4. Any equipment found defective during inspection or testing will be brought to your immediate attention. Any recommended repairs will require written authorization prior to being performed. This work will be charged per CE Power Solutions applicable rates.
5. If this proposal covers troubleshooting it does not guarantee that the equipment will be repaired. CE Power Solutions will attempt to repair the device to the best of its ability. Additional cost will be incurred if parts and/or labor beyond that which has been initially specified is required.
6. Testing and/or abatement of hazardous materials, including but not limited to asbestos and lead paint, are not included in this proposal unless explicitly stated otherwise.
7. Any delays experienced on site, not caused by CE Power Solutions, such as inclement weather, de-energizing/energizing equipment for the outage, equipment malfunction, coordination between trade(s), etc. may be subject to additional charges.
8. Notice of delays or change orders will be brought to your attention before costs are incurred. The customer must provide written authorization to proceed with any additional work.
9. Utility switching fees and/or wiring permit fees, if any, are not included in this proposal and will be additional to the base contract price.
10. A charge will apply if work is cancelled within 48 hours of the scheduled date.

Project Schedule:

1. The pricing is based on work being performed during normal working hours, Monday through Friday, 7AM-3:30PM. Work after normal working hours, Saturdays, Sundays, and Holidays is not included.
2. Any specific schedule or time frame offered for accomplishing the scope of work in this proposal is subject to prior sale and the availability of CE Power Solutions resources. The schedule for performance of this work scope must be confirmed with CE Power Solutions at the time of order placement.

Project Pricing:

CE Power Solutions is proposing to complete the Work Scope listed above for the following amount:

Return Trip to finish Commissioning: **$ 2,704.00** **Total Fixed**

Terms:

Standard CE Power Solutions Terms and Conditions apply
Terms: Net 30 days
This proposal is valid for 15 days

Proposal Acceptance Information

Upon acceptance of this proposal, please send contract/purchase order to:

CE Power Solutions
Attn: Brian Spence
3502 Riga Blvd Suite C
Tampa, FL 33619
brian.spence@cepowersol.com

This proposal is considered proprietary in nature, intended for the sole use of the entity addressed above, and as such is not intended for general public distribution.

Standard Terms and Conditions of Sale

Unless a separate agreement on terms and conditions exist between the Company and the Purchaser, the following terms and conditions shall apply to all sales by CE Power Holdings, Inc., its affiliates, including CE Power Solutions, LLC, Utilities Plus Electrical Services, Inc., CE Power Engineered Services, LLC (dba CE Power, 3C Electrical, PGTI, Hope Engineering, Reuter & Hanney, Inc.) (collectively, hereinafter the "Company")

1. **Terms of Payment** - Terms are net cash due 30 day from the date of invoice. If payment is not made within the 30 days of invoice date, a late payment charge of 1 ½% per month will be imposed on the unpaid balance. With respect to goods purchased, pro rata payments shall become due as partial shipments are made. When shipments are delayed by the Purchaser, payment shall become due from the date the Company is prepared to make shipment. Goods which at Purchaser's request (i) are held for delayed shipment or (ii) are placed in off-site storage, will be invoiced as if shipped when originally scheduled and will be held and stored at the risk and expense of the Purchaser.

2. **Payment** - If, in the sole opinion of the Company, the financial condition of the Purchaser at the time the equipment is ready for shipment does not justify the terms of payment specified, then as a condition of shipment, Company may require (i) that the Purchaser provide adequate assurances of payment or (ii) payment terms satisfactory to the Company, in its sole discretion.
3. **Quotations** -
   a. Quotations are void unless accepted within thirty (30) days from the date thereof, unless otherwise stated and, in the meantime, are subject to change or withdrawal upon notice. Orders made thereon are not binding until and unless accepted by the Company. Shipping dates are approximate and based upon prompt receipt of all necessary information and approved drawings whenever required. Stenographic and clerical errors are subject to correction.
   b. "Unless otherwise specified in writing, all quotes are on a straight time basis, excluding work on Saturdays, Sundays and Holidays."
4. **Changes, Deletions and Extra Work:** Purchaser, without invalidating the Contract, may order extra work scope and make changes in altering, addition to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of this Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
   The value of any such extra work or change shall be determined in one or more of the following ways:
   (a) by estimate and acceptance of lump sum.
   (b) by unit prices named in the Contract or subsequently agreed upon.
   (c) by cost and percentage of cost or by cost and a fixed fee.
5. **Minimum Billing Charge** - The minimum billing charge will be $100.00.
6. **Delivery** - Unless otherwise specified, all products are delivered f.o.b. point of shipment regardless of transportation costs being "allowed", "pre-paid", or "collect".
7. **Shipment Delays** - The Company shall not be liable for delays in starting work or in shipment or non-shipment due to causes beyond it's reasonable control or due to acts of God, acts of the Purchaser, fires, strikes, labor disturbances, floods, epidemics, quarantine restrictions, war, insurrections or riot, civil or military authority, compliance with priority orders or preference ratings issued by the Government, freight embargo's, car shortages, wrecks or delays in transportation, unusually severe weather, or inability to obtain necessary labor, materials or manufacturing facilities due to such causes or any of them. In the event of any such delay, the date of shipment will be extended, at the minimum, for a period equal to the period of the delay. The contract of sale will in no event be subject to cancellation by the Purchaser, whether due to delay in delivery or to any other cause, except by mutual agreement, nor shall the Company be liable under any circumstances for special or consequential damages on any account of delay.
8. **Suspension/Cancellation:** In the event Purchaser requests a suspension of work under this Contract, Purchaser shall, in writing, notify Company reasonably in advance of the suspension date; this notification will indicate the anticipated suspension period. Company shall advise Purchaser of the price adjustment resulting from the planned suspension of the work. The price adjustment will be based on Company's ability to reasonably relocate manpower, and any materials, and equipment during the suspension period. Remobilization costs will be priced on the same basis.
   Purchaser may cancel this contract upon written notice and upon payment to Company of reasonable and proper cancellation charges; including but not limited to charges for engineering, testing, repair, upgrade and installation work completed, and for materials on order / in manufacture / in storage and lost profits.
   If the financial condition of Purchaser at any time does not, in the judgment of Company, justify continuance of the work to be performed hereunder on the terms of payment agreed upon, Company may require full or partial payment in advance or shall be entitled to cancel the Contract and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser or in the event any proceeding is brought against the Purchaser, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Company shall be entitled to cancel the Contract at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. Company's rights under this paragraph are in addition to all rights available to it at law or in equity.
9. **Limitation of Liability** - The Company will not accept any penalty or liquidated damage clauses of any kind, or any liability arising from such clauses, unless specifically approved in writing by a duly authorized representative of the Company. The Company will not be liable for any indirect, special, consequential, or punitive damages (including lost profits, loss of use, business interruption, lost productivity, loss of communications) arising out of or relating to this purchase (whether for breach of contract, breach of warranty, tort, negligence, or other form of action) and irrespective of whether Company has been advised of the possibility of any such damage. In no event will the Company's liability exceed the price the Purchaser paid to the Company for the specific Goods or Services provided by the Company giving rise to the claim or cause of action.
10. **Damage and Loss Claims**. The Company shall not be responsible for loss, shortage, or damage after receipt of "in good order" receipts from the transportation company. The Company's responsibility for loss, shortage, or damage ceases with the delivery to a common carrier, at which time title and risk of loss pass to the purchaser, and all claims for loss, shortage, damage, or delay must be made to the carrier by the Purchaser. Concealed damage claims must be reported to the carrier within 15 days from the date of delivery. The Company will reasonably assist the Purchaser in securing satisfactory adjustment of any claims.
11. **Warranty**
    a. The Company warrants that the (i) goods shall be as provided by the specifications provided by Purchaser and new (unless otherwise directed or permitted), and if new, without apparent damage or defect, (ii) services will be performed in accordance with the specifications provided by Purchaser and performed in a workmanlike manner. In the event Purchaser notifies Company of defective materials or workmanship within the lesser of eighteen (18) calendar months from shipment of materials or completion of the work, or twelve (12) calendar months from installation of the goods, the Company will, (i) at its option either repair or replace defective new materials, and correct the defective workmanship free of charge. Repairs or warranty work will be performed f.o.b. factory or at a Purchaser's site, at the Company's option.
    b. Whenever work is performed at Purchaser's site, it will be performed during a normal eight-hour straight-time day. If the Purchaser requests that product warranty work be performed during any other time period, Purchaser will be invoiced for the premium portion of the work; i.e. the difference between the applicable rate and the overtime rate for the services performed.
    c. This warranty does not apply to, nor is any expense or other damages or liability assumed for, any goods are used, which have been improperly stored, or installed, or from any accidental or intentional attempts to operate the goods in excess of their rating, or in any abnormal atmosphere or environments, or to which unauthorized repairs have been made whether or not such goods are defective or in accord with the specifications. Any such repairs or modifications must be authorized by the Company in writing.
    d. This warranty does not apply to, nor is any expense or other damages or liability assumed for work performed on serviced equipment that has been subsequently serviced by another firm without authorization by the Company in writing.
12. **Equipment and Materials of Others** - The Company's responsibility does not extend to equipment not manufactured by the Company. The Company will reasonably assist

Purchaser in making claims under any warranty provided by the supplier or manufacturer of such equipment.

a. The Company's responsibility does not extend to used equipment supplied in any other than "fully reconditioned" state.
b. THE FORGOING WARRANTY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES (EXCEPT TITLE), WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FORGOING REMEDIES OF REPAIR OR REPLACEMENT SHALL CONSTITUTE THE SOLE REMEDY OF THE PURCHASER AND SOLE LIABILITY OF THE COMPANY FOR ANY BREACH OF WARRANTY.

13. **Nuclear Insurance – Indemnity -** For applications in nuclear projects, the Purchaser/Owner shall have a complete and proper insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify the Company, its suppliers and subcontractors against all claims resulting from a nuclear incident.
14. **Returned Goods -** No goods shall be returned without the Purchaser having secured approval and terms of return from the Company. The return of all goods including returnable shipping materials such as cable reels, end plates or covers, oil drums, gas bottles, etc. will not be permitted under any condition without the Company's properly executed Returned Goods Authorization Form. Goods returned without complete identification in accordance with the Company's instructions or without charges prepaid will not be accepted. The Company reserves the right to refuse any goods returned for credit.
15. **Termination -** After acceptance by the Company, an order shall not be terminated, in whole or part by the Purchaser except by agreement in writing from the Company and such agreement will be contingent upon payment of reasonable charges based upon expenses already incurred and commitments made by the Company plus a charge of 10% of the contract price to compensate the Company for indirect costs resulting from the termination.
16. **Rescheduling -** Rescheduling of an order by the Purchaser shall require agreement in writing from the Company and renegotiation of the price and escalation terms to reasonable cover additional costs and commitments occasioned by the change. Delivery commitments made by the Company are based upon complete specifications and/or information supplied by the Purchaser with the order and upon prompt return of approval drawings (if required by the Purchaser) by the date requested by the Company. Rescheduling of any order by the Company as a result of the Purchaser's delay in returning approval drawings shall require renegotiation of price and escalation terms to reasonably cover additional costs and commitments occasioned by the delay.
17. **Drawing Approval and Changes** - If at drawing approval the Company has failed to design the product in accordance with the Purchaser's specification, the Company will, at its expense, make appropriate changes. Where Purchaser's specifications are not definitive, the Company reserves the right to design the product in line with, in the Company's judgment good engineering practice. If at drawing approval, the Purchaser makes changes outside the scope of the design as covered in Purchaser's specifications, the price and delivery terms shall be renegotiated to reasonably cover any additional cost and commitments occasioned by the change. Changes made to an order by the Purchaser after engineering is completed or entry of the order into manufacturing will result in substantially greater costs and delivery delays.
18. **Taxes -** Prices quoted are exclusive of any present or future federal or state taxes or local sales, use or excise taxes. If any such present or future sales, use or excise taxes apply, then they will be added to the invoice as a separate item unless Purchaser has furnished an acceptable tax exemption certificate from such tax prior to shipment.
19. **General** - Company shall not be responsible for the acts and workmanship of the employees, contractors, subcontractors or agents of the Purchaser. The Company reserves the right to subcontract any of the work to one or more subcontractors.

The delegation or assignment by Purchaser of any or all of its duties or rights hereunder without Company's prior written consent shall be void.

The rights and obligations of the parties under this Contract shall be interpreted and governed in all respects by the laws of the state of Ohio. If either party brings against the other party any proceeding arising out of this agreement, that party may bring that proceeding only in the United States District Court for the Southern District of Ohio or, only if there is no federal subject matter jurisdiction, in Hamilton County Court of Common Pleas, Cincinnati, Ohio.

Any information, suggestions or ideas transmitted by Purchaser to Company in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Purchaser.

Company shall comply with all state and federal safety and health laws, including but not limited to the Occupational Safety and Health Act of 1970 (OSHA) and all standards, rules, regulations and orders issued pursuant to such state and federal safety and health laws and laws related to non-segregated facilities and equal employment opportunity.

This Contract contains the complete agreement between the parties and no modification, amendment, revision, waiver or other change will be binding on Company unless assented to in writing by Company's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Company.

Purchaser shall obtain and pay for all necessary permits for the work to be done and shall hold company harmless from any liability for work done without said permits.

INITIALS: COMPANY _____
PURCHASER _____

SERVICE

PURCHASE ORDER

City of Cocoa
65 Stone Street
Cocoa, Florida 32922
(321) 433-8844

THIS NO.
75893
MUST BE SHOWN ON DELIVERY TICKET, INVOICE, AND STATEMENT

VENDOR NO.: 10075
VENDOR FAX NO.: 863-582-9988
VENDOR PH NO.: 863-439-2992

DATE
DATE REQUIRED 9/03/2020
9/30/2020

CE POWER SOLUTIONS OF FLORIDA
4255 FRONTAGE RD N
LAKELAND FL 33810

DELIVER TO:

City of Cocoa
DYAL WATER PLANT
28400 STATE RD# 520
(E. ORANGE COUNTY)
CHRISTMAS FL 32709

Florida Sales Tax Exemption No. 85-8012621548C-8

BUYER/REQ. #
DK 0000039968
~~SWESTON/TD/4020~~

F.O.B.

Line#	Quantity	UM	Description	Unit Cost	Ext Cost
1	61276.00	SUM	DESIGN SERIES: ENCLOSED 6-PULSE DG1 DRIVE Output Power: 300 HP (224 KW) Rated Output Current (Amps): 361 Input Voltage: 480VAC Three Phase Input Frequency: 45 to 66 Hz Output Voltage: 480VAC Three Phase Output Frequency: 0 to 320 Hz Short CircuitCurrent Rating: 100KAIC Enclosure NEMA Rating: NEMA 1 FILTERD Drive Frame Size: FR7 Onboard COMMs: BACnet MS/TP, Ethernet/IP, Modbus, & Modbus TCP Bid No. P-20-05-COC Approved by Council on 12/11/19 TRANSFER PUMP # 3 VFD REPLACEMENT	1.0000	61276.00
				TOTAL	61276.00

1. Do not invoice prior to shipment.
2. Partial shipments must be covered by separate invoices.
3. The right is reserved to cancel order if not filled by specified date.
4. Acceptance of order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
5. IMPORTANT: Invoices and packing slips must bear our Order No.

ACCOUNT NUMBER

42140205364600

MAIL INVOICES TO:

City of Cocoa
Accounting Division
65 Stone Street
Cocoa, Florida 32922

or

E-MAIL INVOICES TO:

accountspayable@cocoafl.org

CITY OF COCOA

Purchasing Agent



Finance Department
PURCHASING DIVISION
65 Stone Street
Cocoa, FL 32922

NOTICE OF AWARD

Department:	Division:
Utilities	Dyal
Bid / RFP / RFQ #: **B-20-05-COC**	Project # **Dyal Water Treatment Plant Transfer Pump #3 VFD Replacement**
Awarded To: CE Power Solutions LLC.	Commodity / Work Description: Transfer Pump #3 VFD
Address / City / State / Zip: 3502 Riga Blvd., Suite C Tampa, Fl. 33619	Phone / Fax #'s: 1-800-434-0415
Purchase / Contract Amount: $61,276	Date of Award / City Council Approval: 11/22/2019

PLEASE COMPLETE THE INFORMATION REQUESTED ABOVE AS SOON AS THE CONTRACTOR HAS ACCEPTED AND THE CITY COUNCIL HAS APPROVED THE AWARD OF THIS OFFERING.

RETURN THIS DOCUMENT TO THE PURCHASING DIVISION WHEN COMPLETE

Thank you for your cooperation.

Legislation Details (With Text)

File #:	20-741	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	10/20/2020		**In control:**	City Council	
On agenda:	11/10/2020		**Final action:**		
Title:	Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Rockledge to Identify and Share Common Costs Associated with the Cocoa Utilities Project and Rockledge Pluckebaum Project, and to Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1-ILA - Cocoa-Rockledge Pluckebaum Marlin Manor.pdf 2-Joint Project Overlap .pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2020
Agenda Date: November 10, 2020
Prepared By: Peter Davis, E.I., Associate Engineer I
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Rockledge to Identify and Share Common Costs Associated with the Cocoa Utilities Project and Rockledge Pluckebaum Project, and to Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project

BACKGROUND:

The City of Rockledge is planning to construct force main improvements within its city limits which consists of the installation of a new force main within and along Pluckebaum Road (Rockledge Pluckebaum Project). The City of Cocoa is planning water main improvements within Rockledge city limits which involves a water main extension within and along Pluckebaum Road (Cocoa Utilities Project). With both projects anticipated to take place within the same time period and location, Staff has coordinated with Rockledge to promote efficiency, prevent unnecessary duplication of effort, and further reduce inconvenience to the citizens of Rockledge and Cocoa water customers. By cooperating on the design, permitting, bidding, and installation of the Cocoa Utilities Project and the Rockledge Pluckebaum Project under a unified Joint Project.

Staff worked closely with the City Attorney to create an Interlocal Agreement (ILA) which allows both cities to identify and share common costs associated with the design, permitting, bidding, and

installation of the Joint Project. A Shared Cost Memo requiring the signatures of the City Managers of Rockledge and Cocoa will be developed during the bidding phase and finalized upon receiving the construction bids. The costs described on the Shared Cost Memo will be split equally (50% each). Each party will be responsible for the costs associated with the design, permitting, and installation of their respective project. Cocoa will be responsible for the competitive bidding and contracting of the Joint Project, and Rockledge will have the right to provide comments to Cocoa before any bid is awarded to a contractor. Since there are two Engineers of Record for the Joint Project, Rockledge and Cocoa shall both be responsible for the construction management of the Joint Project.

Staff recommends approval of the Interlocal Agreement with Rockledge. Upon receiving final costs for the project, Staff will return to Council a Shared Cost Memo to authorize the expenditure of funds for the Joint Project.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	None at this time
Account Number	424-4055-536.63-00
Account Name	Infrastructure
Source of Funds:	Operating Revenue

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

To Approve an Interlocal Agreement (ILA) between the City of Cocoa and the City of Rockledge to Identify and Share Common Costs Associated with the Cocoa Utilities Project and Rockledge Pluckebaum Project and to Coordinate and Cooperate the Design, Permitting, Bidding, and Installation under a Unified Joint Project.

Prepared by and Return to:

City of Cocoa
Attention: Utilities Director
65 Stone Street
Cocoa, Florida 32920

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF COCOA AND THE CITY OF ROCKLEDGE

(Pluckebaum/Marlin Manor Project)

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2020, by and between the **CITY OF COCOA,** a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922 (hereafter referred to as the "Cocoa") and the **CITY OF ROCKLEDGE**, a Florida municipal corporation, whose address is 1600 Huntington Lane, Rockledge, Florida 32955 (hereafter referred to as the "Rockledge".

W I T N E S S E T H:

WHEREAS, Rockledge provides roadway and other public infrastructure improvements within Rockledge, Florida; and

WHEREAS, Cocoa provides water utility services within the jurisdictional limits of Rockledge; and

WHEREAS, Rockledge plans to construct force main improvements within and along Pluckebaum Road ("Rockledge Pluckebaum Project"); and

WHEREAS, during Rockledge's construction of the Pluckebaum Project, Cocoa desires to simultaneously remove and replace existing water utility infrastructure within and along Pluckebaum Road and within Marlin Manor ("Cocoa Utilities Project"); and

WHEREAS, Rockledge desires to cooperate with Cocoa to install the force mains along Pluckebaum Road in conjunction with the Cocoa Utilities Project; and

WHEREAS, Cocoa's work regarding the Cocoa Utilities Project will be performed in conjunction with the Rockledge Pluckebaum Project to promote efficiency, to prevent unnecessary duplication of effort, and to reduce further inconvenience to the citizens of Rockledge, Brevard County; and

WHEREAS, Rockledge desires Cocoa's assistance in coordinating the construction of the Rockledge Pluckebaum Project in conjunction with the Cocoa's Utilities Project; and

WHEREAS, this Agreement is authorized pursuant to the provisions of Chapters 163 and 166, Florida Statutes and other applicable law; and

WHEREAS, the parties hereto have determined that this Agreement is in furtherance of intergovernmental cooperation and the public health, safety and welfare.

NOW THEREFORE, in consideration of the premises herein, the parties hereby agree as follows:

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

Section 2. **Purpose.** The purpose of this Agreement is for Cocoa and Rockledge to cooperate and coordinate together the design, permitting, bidding, and installation of the Rockledge Pluckebaum Road Project and Cocoa Marlin Manor Utilities Project.

Section 3. **Project.** Cocoa and Rockledge agree to cooperate and coordinate the permitting, bidding, and installation of the Rockledge Pluckebaum Project and Cocoa Utilities

Project (hereinafter together referred to as the "Joint Project"). The following terms and conditions are further assented to and agreed by the parties with respect to the Joint Project:

3.1 Plans and Permits. Rockledge is responsible for preparing all necessary engineering plans for the design of the Pluckebaum Project and Cocoa is responsible for preparing all necessary engineering plans for the design of the Cocoa Utilities Project, but the plans for the removal and replacement of Cocoa's utilities (water mains) shall be consistent with the City of Cocoa's Utilities Handbook and the most current version of the Cocoa's Technical Provisions and Standard Details Manual. The plans for the removal and replacement of Rockledge's utilities (force mains) shall be consistent with the City of Rockledge's Utilities Handbook and the most current version of the Rockledge's Technical Provisions and Standard Details Manual. The Parties anticipate the following permits may be required to complete the Joint Project: FDEP General Permit Construct PWS Components, FDEP General Permit Construct Sanitary Sewer Components and Rockledge ROW Permit.

3.2 Construction Management. Cocoa shall be responsible for competitive bidding and contracting with the Contractor required to construct the Joint Project in accordance with applicable law and Cocoa's approved competitive bidding process. Cocoa shall provide Rockledge written notice of any such competitive bidding and Rockledge shall have the right to provide comments to Cocoa regarding any competitive bid under this Agreement before any bid is awarded to a Contractor by Cocoa, provided such comments are timely and provided within the award schedule established by Cocoa. Further, because there are two engineers of record for the Joint Project, Rockledge and

Cocoa shall both be responsible for the construction management of the Joint Project and Cocoa shall ensure that its Contractor provides Rockledge with periodic inspection and status reports as reasonably requested by Rockledge. Cocoa shall keep Rockledge apprised of the construction of the Joint Project. Cocoa and Rockledge shall cooperate with each other with respect to the construction management of the Joint Project, and Rockledge shall have the right to participate in all Joint Project progress meetings. Upon completion of the Joint Project to the satisfaction of both parties, Cocoa shall transfer, or have its Contractor transfer, to Rockledge, by bill of sale, title to the force main free and clear of all liens and encumbrances and provide Rockledge "as-built" drawings of said utilities infrastructure certified by the professional engineer registered in the State of Florida who was responsible for the Rockledge portion of the Joint Project.

3.3 Construction Contracts. All contracts and subcontracts for the construction of Cocoa's water main under this Agreement must include hold harmless and indemnification provisions to protect Cocoa and Rockledge in a form acceptable to the parties. The construction Contractors and subcontractors must provide insurance certificates and endorsements of acceptable levels and qualities of insurance, naming Cocoa and Rockledge as an additional named insured, and evidence of said hold harmless and indemnity prior to commencement of work. Cocoa must submit draft contract language containing this language to Rockledge and its City Attorney to review and allow Rockledge at least seven (7) days to review and comment on the same. If Rockledge submits comments, Cocoa shall use all reasonable efforts to incorporate Rockledge's comments into the contracts and subcontracts, as applicable. The

construction contract language requirements set forth in this section will be set forth in the bid documents prepared by Cocoa so that all bidders are appraised of this requirement prior to submitting a bid for the Joint Project.

3.4 Joint Project Costs; Cocoa and Rockledge Cost-Sharing; Change Orders. Each party will be responsible for the costs associated with the design, permitting, and installation (materials and labor) of their respective work. However, the parties anticipate that they will be able to identify common costs associated with the Joint Project during the construction phase of the Joint Project that can be equally shared by the parties. As such, the parties will endeavor, to the maximum extent practical and feasible during this Joint Project, to identify such common costs by mutual agreement, and said costs shall be reduced in writing that will be signed by the City Managers of Rockledge and Cocoa ("Shared Cost Memo"). The Shared Cost Memo will be developed during the bidding phase and finalized upon receiving the construction bids. Rockledge and Cocoa agree to split and pay the costs described on the Shared Cost Memo equally (50%) each. Any proposed change orders for the Joint Project must be reviewed and approved by Cocoa and Rockledge in writing. Additionally, with respect to change orders, in the event the Joint Project Contractor seeks additional compensation for delays, time extensions, or some other valid reason, any such request will be handled as a contract amendment between Cocoa and the Contractor via the change order process. If the requested change order requested by the Contractor is specific to a portion of the Joint Project solely related to either Rockledge or Cocoa's scope of work, then only the party whose scope of work is affected will pay for the change order. If the requested change order is

related to the common costs of the Joint Project, then Rockledge and Cocoa agree to share the costs of the change order.

3.5 Payment by Cocoa. Prior to Cocoa issuing a Notice to Proceed with the construction of the Joint Project, Cocoa shall deliver a written notice to Rockledge itemizing Rockledge's share of the Joint Project costs as set forth in Section 3.4 of this Agreement. Upon delivery of the invoice, Rockledge will have five (5) business days in which to accept the invoice or identify and notify Cocoa of any discrepancies. Discrepancies will be worked out by the parties expeditiously so as not to unreasonably delay the Joint Project schedule. Within thirty (30) days from the date that Rockledge accepts the invoice, Rockledge will issue payment to Cocoa for its share of the Joint Project costs stated in the accepted invoice. Cocoa will retain Rockledge's payment in escrow and shall only use said payment to Rockledge's Joint Project costs after receiving written authorization for each pay request. During the Construction phase of the Joint Project, Rockledge and Cocoa will jointly review any progress payment requests made by the Contractor and jointly sign off on the requests prior to Cocoa making payment to Contractor. Any Rockledge funds not expended by Cocoa due to any additional Joint Project costs savings or changes in scope, if any, will be returned to Rockledge within sixty (60) days of the Joint Project deemed complete by the parties. Cocoa shall be responsible for paying all Contractors in full. Rockledge will likewise pay for its share of the Joint Project costs.

Section 4. **Duty to Act in Good Faith.** Rockledge and Cocoa agree to proceed in good faith consistent with the terms of this Agreement. Each Party shall proceed with the design, permitting and installation of the Joint Project as rapidly as is practical and feasible.

Section 5. **Implementation and Other Documents.** To the extent that additional documents are required to be prepared and executed in order to effectuate this Agreement, the Rockledge City Manager and Cocoa City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement including, but not limited to, any permit applications required by any governing agency.

Section 6. **Employee Status.** Each party shall be responsible for their own employees, contractors and agents. Persons employed by Rockledge in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Cocoa. Persons employed by Cocoa in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of Rockledge.

Section 7. **Indemnification; Attorney's Fees; Sovereign Immunity.** Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee, contractors or agents, except as provided by this Agreement. Each party shall bear their own attorney's fees, costs and expenses related to any litigation, suit, dispute, controversy, mediation, or proceeding appellate proceedings against the other party, arising out of, based on, or related to, this Agreement. The parties intend to avail themselves of the benefits of section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest

extent possible and nothing herein shall be construed as a waiver of sovereign immunity by the parties.

Section 8. Notices.

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

For ROCKLEDGE:

Jim Elmore or designee
Director
Rockledge Wastewater Treatment
& Water Reclamation Facility
1700 Jack Oates Blvd.
Rockledge, FL 32955
321.221.7540 (phone)
jelmore@cityofrockledge.org

With copy to the City Attorney:

Joseph E. Miniclier
1037 Pathfinder Way
Ste. 150
Rockledge, Florida 32955
(321)639-0505 (phone)
jminiclier@cityofrockledge.org

For COCOA:

Jack Walsh
Utilities Director
351 Shearer Blvd
Cocoa, Florida 32922
(321) 433-8701 (phone)
jwalsh@cocoafl.org

With copy to the City Attorney:

Anthony A. Garganese
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Avenue, Suite 2000
Orlando, Florida 32802
(407) 425-9566 (Phone)
agarganese@orlandolaw.net

(b) Either of parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by email, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

Section 10. Term; Entire Agreement. The term of this Agreement commences on the Effective Date set forth in Section 18 of this Agreement and shall remain in effect until the Joint Project has been completed to the satisfaction of both parties. The term of this Agreement may also be terminated or extended by mutual written agreement of the parties. Either party may terminate this Agreement without cause. The parties shall meet upon thirty (30) days written notice and attempt to determine the expenses and cost attributable to each party. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by

the parties to be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

Section 11. Binding Effect; Waiver; Time Extensions. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. No failure by a party to exercise any right, power, or privilege under this Agreement is a waiver of that or any other right, power, privilege under this Agreement. The parties may agree, in writing, to extend or change any of the deadlines specified in this Agreement.

Section 12. Public Records. The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, which have been made or received in conjunction with this Agreement.

Section 13. Conflict of Interest. Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

Section 14. Force Majeure. In the event that performance of this Agreement by any party is prevented or interrupted by a Force Majeure Event, said party shall not be liable for such nonperformance, but only for the duration or to the extent of said Force Majeure Event and only if said party is not directly or indirectly responsible therefor. Any party claiming to be relieved of any duty pursuant to this Section shall give prompt written notice thereof to the other party. The parties agree, however, to remedy with all reasonable dispatch the cause or causes preventing a party from carrying out this Agreement. For purposes of this Section, the phrase "Force Majeure Event" shall mean an event not the fault of, and beyond the reasonable control of, the party claiming excuse which makes it impossible or extremely impracticable for such party to perform

obligations imposed on it by this Agreement, by virtue of its effect on the physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an "act of God" such as a hurricane, tornado, hail storm, drought, earthquake, flood, climatic event, earth movement, or similar catastrophic event; (b) an act of the public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain environmental permits or essential materials after diligent and timely efforts; (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date; or (f) any other action by any third party that makes it impossible or extremely impracticable for a party to perform its obligations under this Agreement.

Section 15. Default and Remedy.

(a) Failure on the part of any party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained in or arising out of this Agreement, shall constitute a default under this Agreement. Upon occurrence of a default by any party, the non-defaulting party shall deliver written notice to the party in default in the manner provided in Section 8, identifying the specific nature of the default therein. The party in default shall have thirty (30) days within which to cure such default unless the nature of the default is such that it cannot be cured within thirty days, the party in default shall have additional time that may be necessary to cure the default, so long as the party in default commences the cure and diligently prosecutes such cure until completion. For any

default not cured as provided herein, the non-defaulting party may seek specific performance arising from the default. However, before any litigation is filed, the parties agree to mediate the dispute involving the default in good faith. The cost of any mediator share be shared equally by the parties.

(b) Should either party have a dispute related to the Joint Project or declare a default under this Agreement, the party or parties may invoke this provision to attempt to resolve the dispute or default which has arisen. The party believing there is a dispute shall notify the other party in writing of the nature of the dispute and a factual background thereof, or in the case of default a written notice under Section 15. The parties will each select representatives they believe are necessary to resolve the dispute or default, as the case may be. The parties shall then meet within thirty (30) days, at a place, date and time mutually agreed upon. Should the parties be unable to come to an agreement regarding the dispute or default, either party may terminate this Agreement by providing the other party written notice.

Section 16. Governing Law and Venue. The parties acknowledge that this Agreement was entered into and delivered within the State of Florida. This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of laws or rules thereof which may direct the application of laws of another jurisdiction. The venue for any judicial proceedings shall be in a State court of competent jurisdiction located in Brevard County. The parties hereby waive their right to a jury trial.

Section 17. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of Rockledge and Cocoa and no right or cause of action shall accrue to or for the benefit of anyone other than Rockledge and Cocoa. Nothing in this Agreement, expressed or implied, is

intended or shall be construed to confer upon or give any person or entity other than Rockledge and Cocoa any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon Rockledge and Cocoa.

Section 18. Effective Date; Recordation. This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida. Upon execution of this Agreement by both parties, Cocoa shall promptly record this Agreement in the Official Records of Brevard County, Florida, and return a recorded copy of this Agreement to the Rockledge City Clerk at the address listed in Section 8 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written.

ATTEST:

ROCKLEDGE, FLORIDA

_____
Jennifer Levasseur, City Clerk

By: _____
Dr. Brenda Fettrow, City Manager

As authorized for execution by the Rockledge City Council at its _____ ____, 2020 regular meeting.

ATTEST:

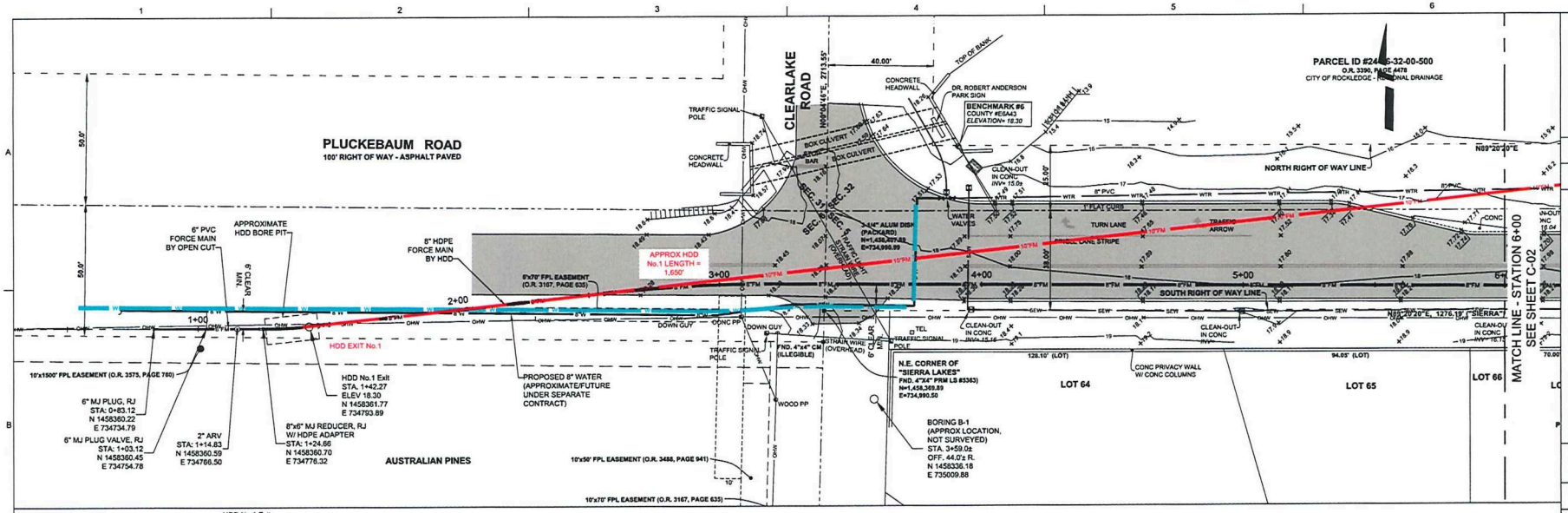
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Carie Shealy, MMC, City Clerk

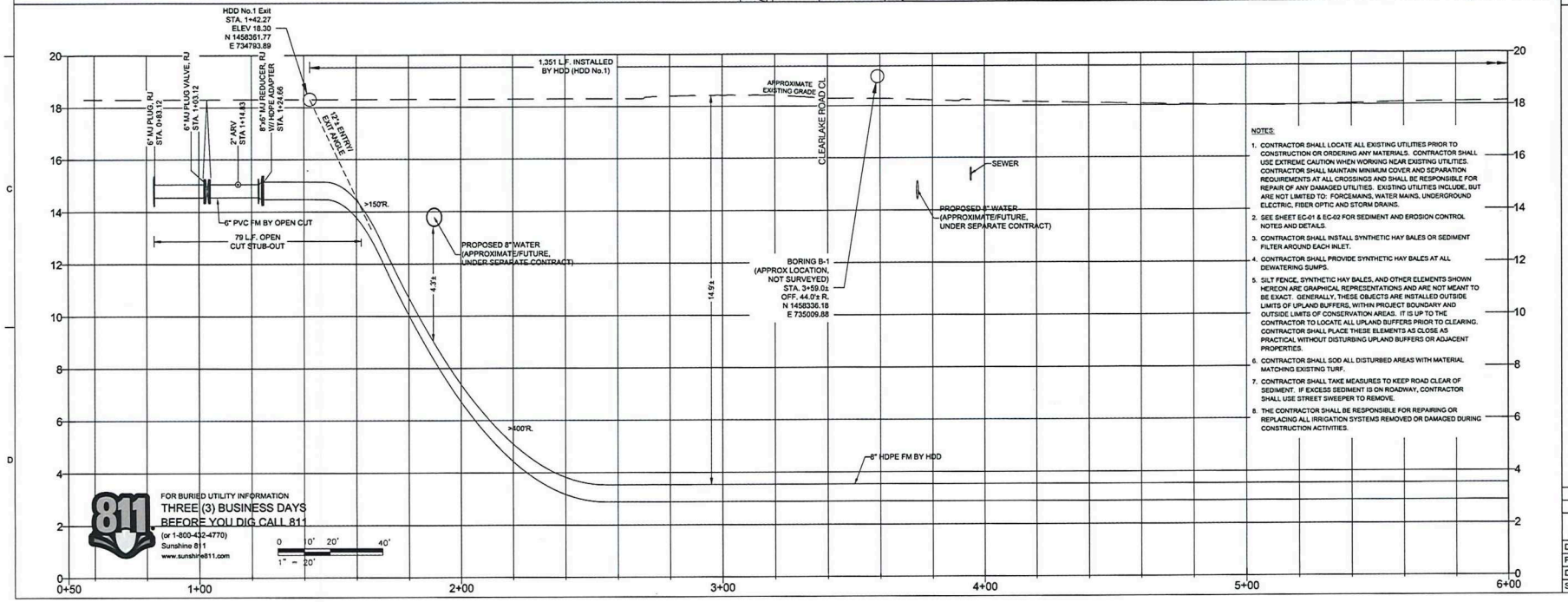
CITY OF COCOA, FLORIDA:

By: _____
Jake Williams Jr., Mayor

As authorized for execution by the City of Cocoa City Council at its _____ _____, 2020 regular meeting.


CLEARLAKE ROAD
PLUCKEBAUM ROAD
RUMOR AVENUE
MARLIN PLACE
MATCH LINE
SEE BELOW LEFT
MATCH LINE
SEE ABOVE RIGHT
PLUCKEBAUM ROAD
S. FISKE BLVD
MARLIN PLACE
LEGEND:
WATER MAIN ALIGNMENT (BY OTHERS)
PREVIOUS FORCE MAIN ALIGNMENT
PROPOSED FORCE MAIN ALIGNMENT
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Jacobs
PLUCKEBAUM ROAD
NEW FORCE MAIN
ALTERNATIVES
SCALE: 1" = 80'
DATE: JULY 22, 2020
25' 75' 150' 250'
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NOTES:

1. CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION OR ORDERING ANY MATERIALS. CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL MAINTAIN MINIMUM COVER AND SEPARATION REQUIREMENTS AT ALL CROSSINGS AND SHALL BE RESPONSIBLE FOR REPAIR OF ANY DAMAGED UTILITIES. EXISTING UTILITIES INCLUDE, BUT ARE NOT LIMITED TO: FORCEMAINS, WATER MAINS, UNDERGROUND ELECTRIC, FIBER OPTIC AND STORM DRAINS.
2. SEE SHEET EC-01 & EC-02 FOR SEDIMENT AND EROSION CONTROL NOTES AND DETAILS.
3. CONTRACTOR SHALL INSTALL SYNTHETIC HAY BALES OR SEDIMENT FILTER AROUND EACH INLET.
4. CONTRACTOR SHALL PROVIDE SYNTHETIC HAY BALES AT ALL DEWATERING SUMPS.
5. SILT FENCE, SYNTHETIC HAY BALES, AND OTHER ELEMENTS SHOWN HEREON ARE GRAPHICAL REPRESENTATIONS AND ARE NOT MEANT TO BE EXACT. GENERALLY, THESE OBJECTS ARE INSTALLED OUTSIDE LIMITS OF UPLAND BUFFERS, WITHIN PROJECT BOUNDARY AND OUTSIDE LIMITS OF CONSERVATION AREAS. IT IS UP TO THE CONTRACTOR TO LOCATE ALL UPLAND BUFFERS PRIOR TO CLEARING. CONTRACTOR SHALL PLACE THESE ELEMENTS AS CLOSE AS PRACTICAL WITHOUT DISTURBING UPLAND BUFFERS OR ADJACENT PROPERTIES.
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8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING OR REPLACING ALL IRRIGATION SYSTEMS REMOVED OR DAMAGED DURING CONSTRUCTION ACTIVITIES.

811 FOR BURIED UTILITY INFORMATION
THREE (3) BUSINESS DAYS BEFORE YOU DIG CALL 811
(or 1-800-432-4770)
Sunshine 811
www.sunshine811.com

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1" = 20'

NO.	DSGN	DATE	DR	CHK	APVD	BY	APVD
	DRL	06/12/20	DRL	RF	GDX	DRL	GK

90% SUBMITTAL
REVISION

GREGORY D. KOLB
FL PE #65759

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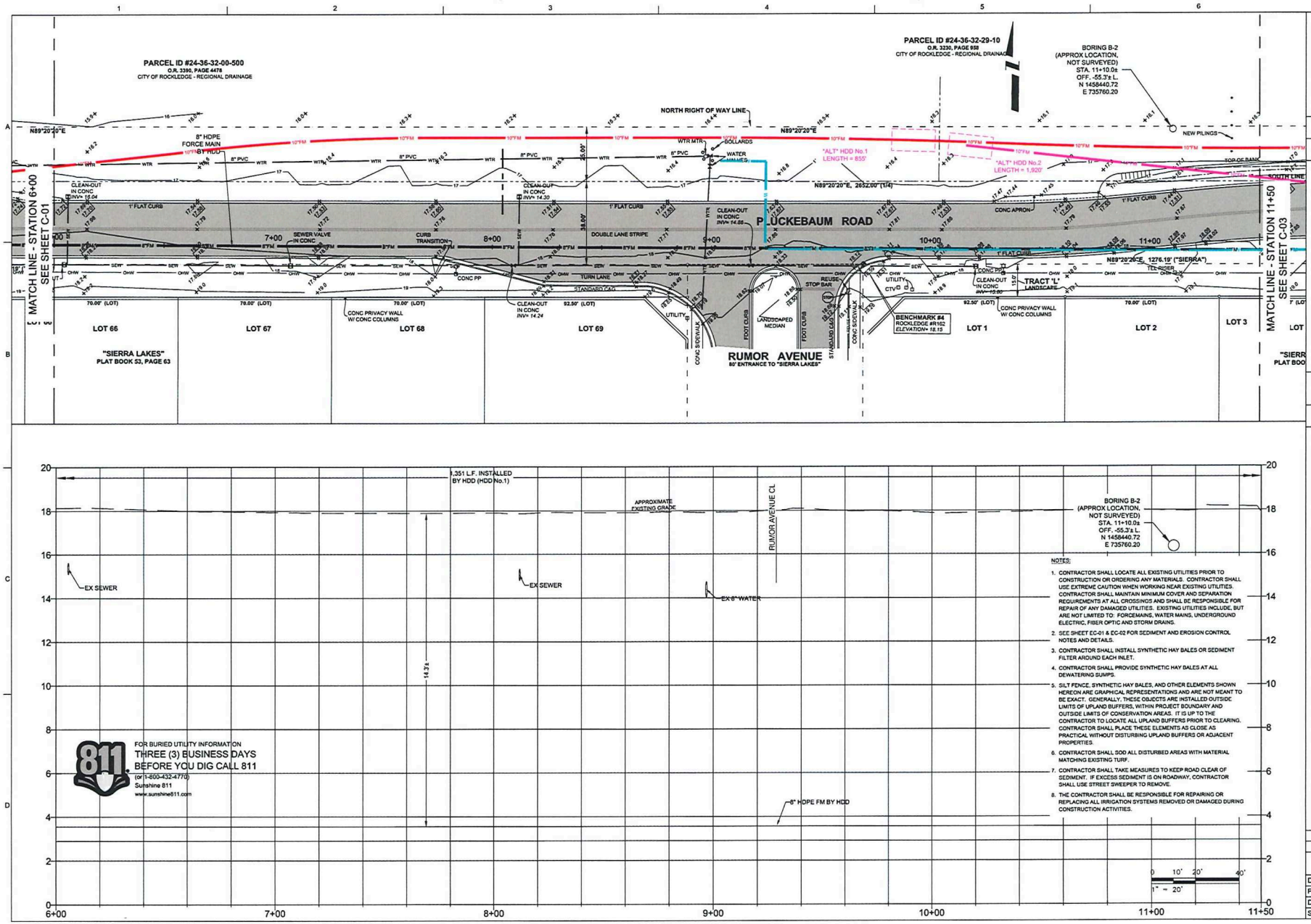
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200 S. Orange Avenue, Suite 900
Orlando, FL 32801

CITY OF ROCKLEDGE, FLORIDA
PLUCKEBAUM ROAD FORCE MAIN DESIGN
1700 JACK OATES BLVD.
ROCKLEDGE, FL 32955

PLUCKEBAUM ROAD PLAN AND PROFILE
STA. 0+50 TO 6+00

VERIFY SCALE
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DATE	JUNE 2020
PROJ	EGXL6200
DWG	C-01
SHEET	5



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GREGORY D. KOLB
FL PE #57799

NO.	DATE	DSGN
	06/12/20	DRL
	90% SUBMITTAL	DR
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GK		APVD
GDK		

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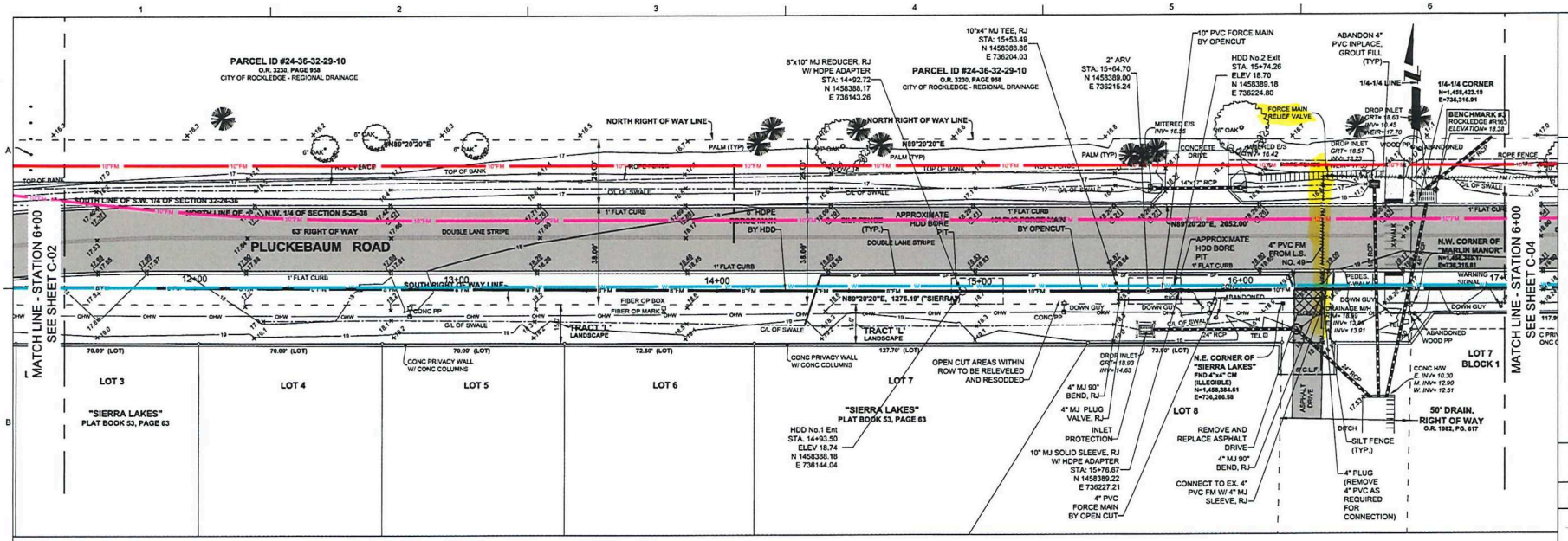
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ROCKLEDGE, FL 32955

PLUCKEBAUM ROAD PLAN AND PROFILE
STA. 6+00 TO 11+50

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DATE	JUNE 2020
PROJ	EGXL6200
DWG	C-02
SHEET	6



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GREGORY D. KOLB
FL PE #57159

NO	DATE	DSGN	DRWN	CHK	APVD
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				REVISION		BY	APVD

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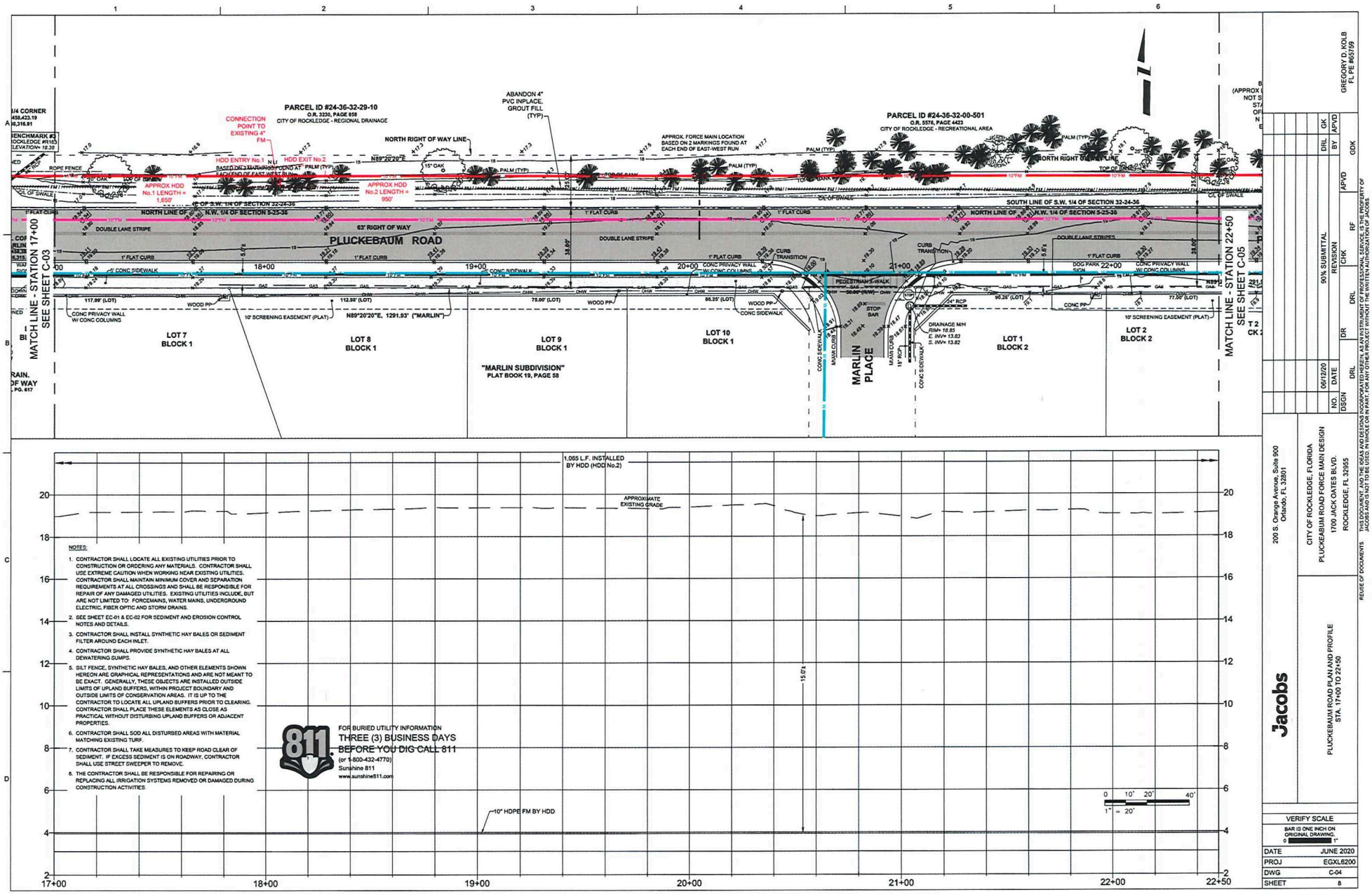
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DATE	JUNE 2020
PROJ	EGXL6200
DWG	C-03
SHEET	7



NOTES:

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GREGORY D. KOLB
FL PE #65799

NO.	DATE	DSGN
	06/1220	DRL
90% SUBMITTAL		DR
REVISION		CHK
		APVD
		BY
		APVD
		DRL
		GK
		GDK

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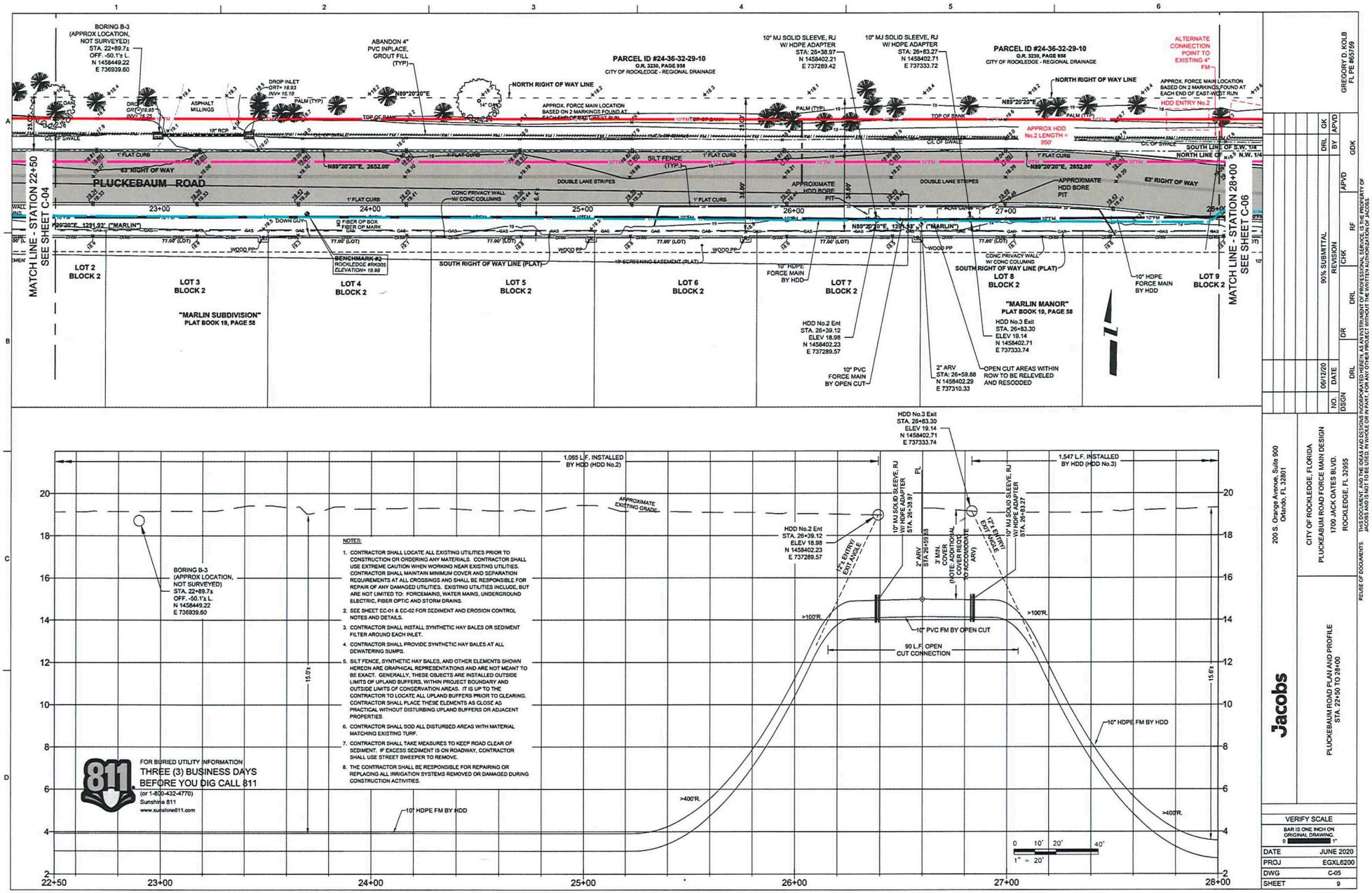
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GREGORY D. KOLB
FL PE #65799

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								GDK

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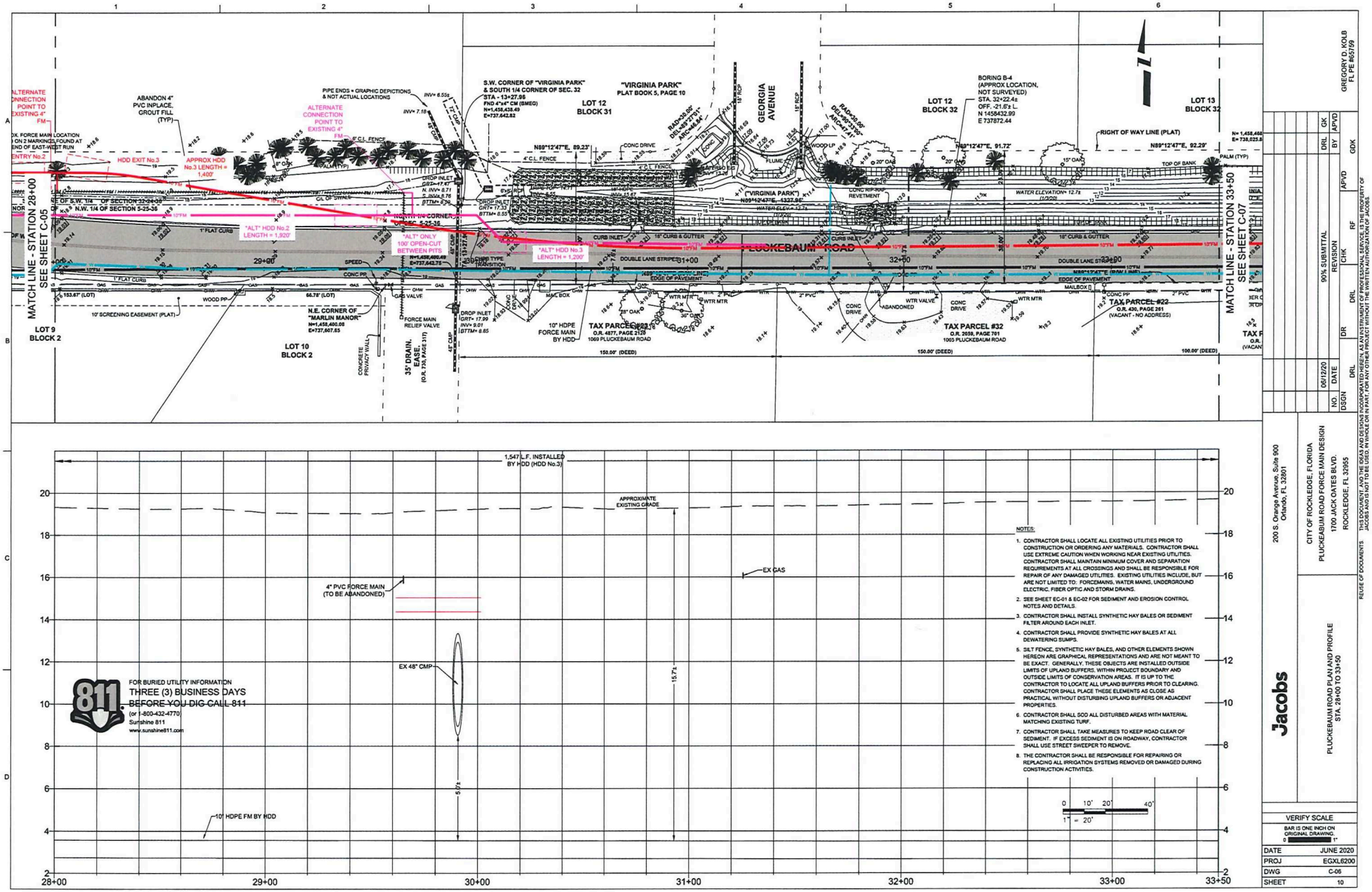
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GREGORY D. KOLB FL PE #65199

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		DRL	DRL	RF	GDK
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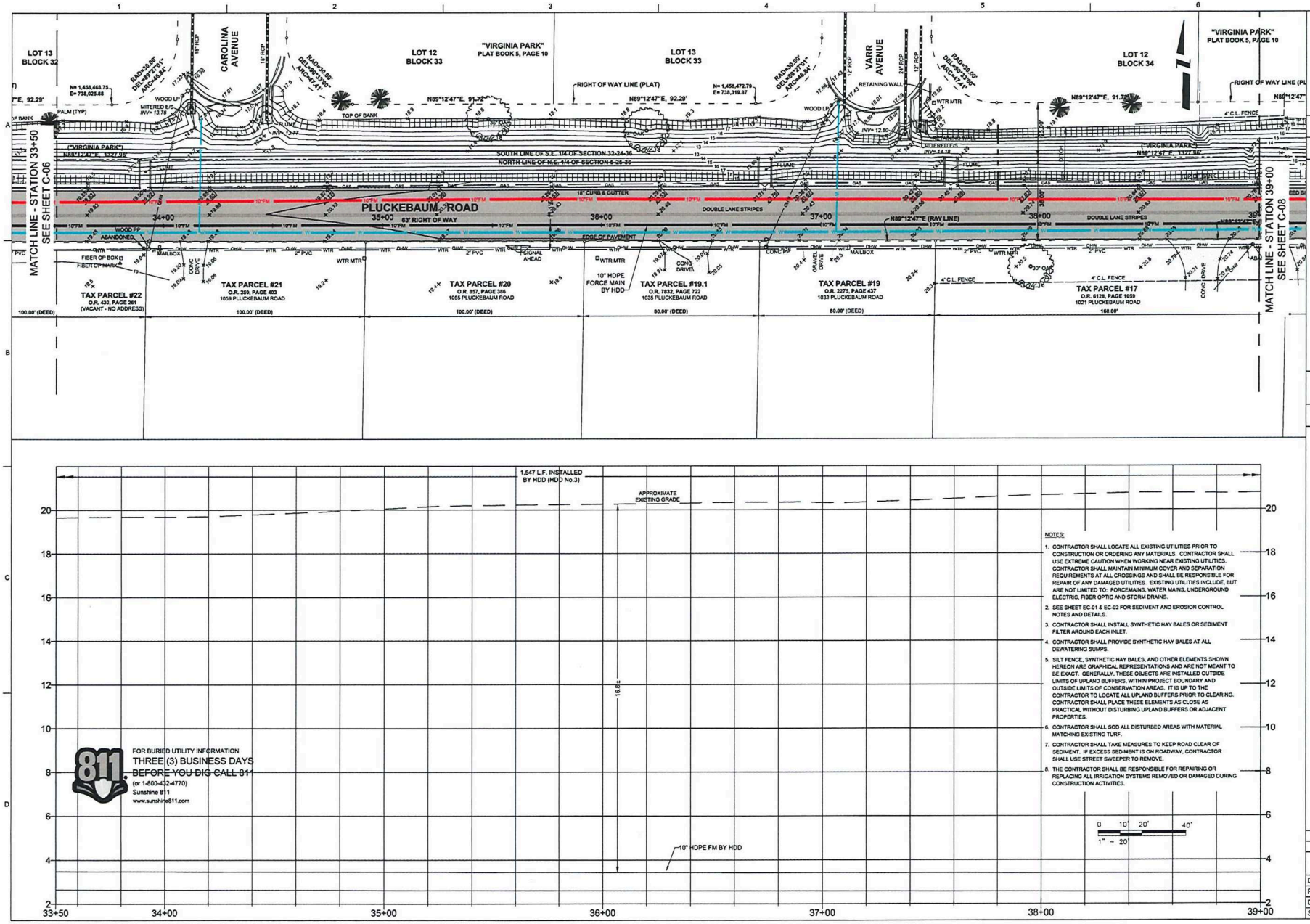
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GREGORY D. KOLB
FL PE #65759

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	REVISION				

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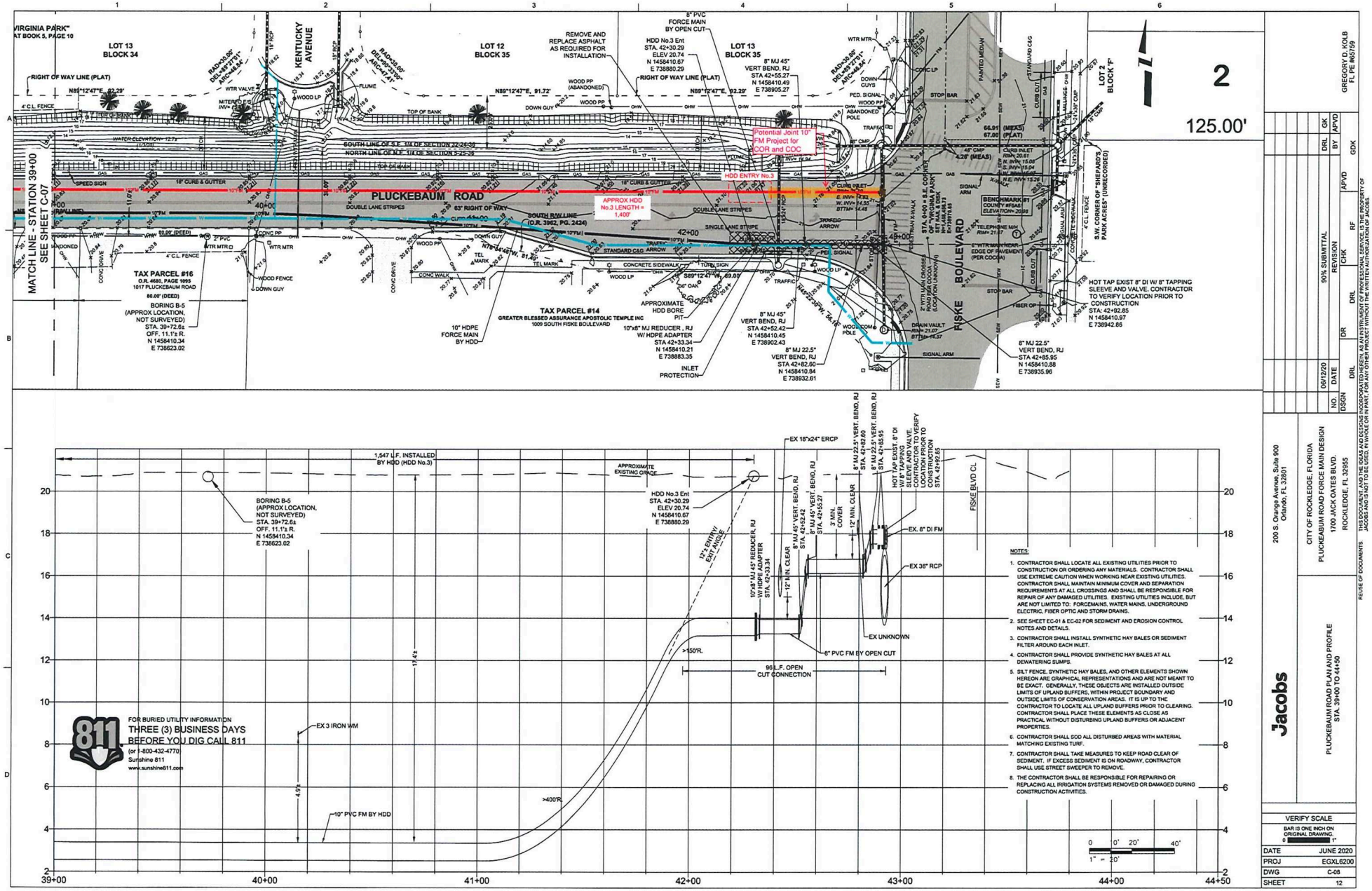
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REUSE OF DOCUMENTS

Legislation Details (With Text)

File #:	20-747	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/22/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	

Title: Approve Participation in a Cooperative Purchase Agreement with Thompson Pump & Manufacturing Co., Inc., Port Orange, Florida, Utilizing the Florida Sheriffs Association Contract FSA19-VEH17.0, Item 171, Effective October 1, 2019 through September 30, 2020, with one (1) two-year extension, to Purchase a 4-Inch Pump with a Trailer; To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds. (Utilities Director)

Sponsors:

Indexes:

Code sections:

Attachments:
Award Letter FSA19-VEH27.0 - Award_Letter_FSA20-EQU18.0.pdf
TC+Vehicles+and+Equipment+18-19+Final.pdf
Standard Form for New Piggyback Contract_Thompson_FSA18-VEH16.0_.pdf
City of Cocoa - FSA_2010-2021_4JSVM Quote_FLBL2015A - (10-1-20).pdf
City of Cocoa - FSA_2020-2023_4JSVM Quote_FLBL2015B - (10-15-20).pdf
City of Cocoa - FSA_2020-2023_4JSVM Quote_FLBL2089 (11-4-20).pdf
4JSVM (8.25 in) SL.pdf
Budget Resolution FY 2021.docx
BAF 21-017-T-UT-Thompson Pump (11-10-20) 20-747.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 22, 2020
Agenda Date: November 10, 2020
Prepared By: Sean B. McFarland, Water Treatment Manager
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Approve Participation in a Cooperative Purchase Agreement with Thompson Pump & Manufacturing Co., Inc., Port Orange, Florida, Utilizing the Florida Sheriffs Association Contract FSA19-VEH17.0, Item 171, Effective October 1, 2019 through September 30, 2020, with one (1) two-year extension, to Purchase a 4-Inch Pump with a Trailer; To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds.

BACKGROUND:

The Dyal Water Treatment Plant (WTP) utilizes a trailered portable pump to dewater work areas that have untreated water, sludge byproducts from the ground or surface water plants. Dewatering is necessary to stabilize excavated areas to access piping when excavating or repairs are necessary.

Currently, the Dyal WTP owns and operates one Thompson 4-inch pump, which limits back-up support capabilities and the ability to pump finished/potable water without the interruption of dewatering.

Staff is requesting to purchase an additional trailered Thompson 4-inch pump to pump clean finished/potable water for emergency operations and to provide a firm back-up pump for emergency response and resiliency, which will increase our overall dewatering and finished/potable operability.

Additionally, Staff's goal is to reduce the possibility of cross contamination between finished/potable water and sludge. Continued use of the existing pump will be on-going and will be used to pump untreated water or sludge byproduct, while the new pump will serve as a dedicated finished/potable water pump.

Staff requests the approval to participate in the Florida Sheriffs Association cooperative purchase agreement program in order to purchase the additional Thompson 4-inch pump.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	No
If not budgeted, is amendment/transfer attached?	Yes
Amount Requested	$36,458
Account Number	421-4020-536.64-00
Account Name	Machinery & Equipment
Source of Funds:	Operating Revenue
Transfer Acct. #	421-4020-536.46-00
Account Name	Repairs & Maintenance
Transfer Amount	$36,458

PREVIOUS ACTION:

N/A

RECOMMENDED MOTION:

To Approve Participation in a Cooperative Purchase Agreement with Thompson Pump & Manufacturing Co., Inc., Port Orange, Florida, Utilizing the Florida Sheriffs Association Contract FSA19-VEH17.0, Item 171, Effective October 1, 2019 through September 30, 2020, with one (1) two-year extension, to Purchase a 4-Inch Pump with a Trailer; To Approve a Resolution Amending the FY2021 Budget to Reallocate Funds.

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

Contract: FSA18-VEH16.0
Cab & Chassis Trucks & Heavy Equipment

Contract: FSA18-VEL26.0
Police Rated, Administrative,
Utility Vehicles, Trucks and Vans

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions Rev 7/20/2018

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contact for this bid are:

FSA Cooperative Purchasing Program Coordinator
E-mail: cpp@flsheriffs.org
Phone: 850-877-2165 ext. 241
Fax: 850-878-5115

Annette Grissom, FSA Cooperative Purchasing Program Manager
E-mail: agrissom@flsheriffs.org
Phone: 850-877-2165 ext. 231
Fax: 850-878-5115

All communication and/or document submissions for this Invitation to Bid should be identified by contract title and number and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the Contract Administrator in the solicitation process and the administration of the contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1st and ending September 30th, annually with manufacturers and manufacturer's authorized dealers for the purchase of vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If a purchaser has a desire to offer vehicles/equipment for trade to the vendor, the Purchaser and dealer may do so at their sole discretion, by separate agreement. Under no circumstances shall trade-in transactions be deemed to constitute part of, or to have been conducted pursuant to, this contract.

1.03 TERM OF CONTRACT

This contract shall remain in effect for one (1) year from date of contract execution by the Administrator, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Prior to completion of each contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or as a result of any changes to national or state standards that require substantial cost adjustments, or in the event of material changes in tariffs that result in cost increases of 15% or more.

1.04 ESTIMATED QUANTITIES

In FY 2015-16, eligible users purchased approximately 13,560 vehicles and pieces of equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided to not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Administrator: The Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties or their designee.

b. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

e. Factory: Refers to the manufacturer; the assembly line.

f. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the Administrator and is not responsible for final awards.

g. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications found at https://VeBA.flsheriff.org

and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

h. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

i. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
    2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
    3. Manufacturer's Annual U.S. Price Book
    4. Manufacturer's official website

j. Non-Scheduled Options: Any optional new or unused component not specified, feature or configuration not included in the base representative vehicle model specifications or options.

k. Production Cutoff: A term used by manufacturers to notify dealers that the factory has reached maximum capacity for orders. Vehicle manufacturers use this term when referring to any given model year for production.

l. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

m. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

n. Purchase Order: A documented agreement formalizing the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

o. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor. Third Party Suppliers may also be referred to as upfitters within this document.

p. Vehicle Bid Award System (VeBA): The online system used for the submission of electronic bids and tabulation of bid results for the specifications connected to this Invitation to Bid.

q. Vendor: The bidder that has been awarded and agrees to provide products, vehicles, or equipment, which meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract to include out of state sales. Vendors are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the Administrator immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICAN WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association Policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The Administrator reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting on the FSA website constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful Bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

1.27 TERMINATION OF PRODUCT LINE

If an FSA-awarded vendor terminates a product line (manufacturer or brand), the dealer is required to notify the FSA Cooperative Purchasing Program Coordinator within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate dealer, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the dealer is not already an approved FSA vendor, the dealer is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and

the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award;

- Has assessed the *financial responsibility required to serve the contract as bid*, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 days from receipt of invoice; and

- Assumes full responsibility that all vehicles delivered to the purchaser are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.33 NONCONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specificiations and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded Vendor list.

- FSA and Purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

In case of tie bids and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Dealers performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The bidder shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the bidder or any person the bidder has designated in the completion of the contract as a result of his or her bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.

- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.

- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.

- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined slice of the pie.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Vendors or dealers and their representatives may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealerships which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA therefrom, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the Administrator within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and

validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any person who files an action protesting a decision or intended decision pertaining to this contract shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the five (5) day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the Administrator shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The Administrator has the discretion to remove a noncompliant vendor from future competitive bid solicitations.

At the Administrator's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the Administrator.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of three (3) years and up to a permanent ban from the bid process.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or dealer installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment mayresult in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission. The request must include a detailed explanation for intended use of the FSA logo.

2.0 BIDDER INSTRUCTIONS

2.01 FIRST YEAR BIDDER QUALIFICATIONS

In order for bids to be considered, first year Bidders to the Florida Sheriffs Association Cooperative Purchasing Program must provide supporting material with their bid submission to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

Supporting material shall be provided on a thumb drive and shall include:

a. All information necessary to certify that the bidder maintains a permanent place of business;
b. A statement from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer;
c. Information that the Bidder has not had just or proper claims pending against them or their company;
d. A listing of contracts for similar services that have been provided to public or private sector clients within the last three (3) years;
e. Shall furnish the names, addresses, and telephone numbers of 5 government agencies for which the Bidder is currently providing or has provided similar services; and
f. A Request for Consideration letter on company letterhead, which shall be dated prior to the bid submission date, which should include:
    1. The length of time the company has been in business;
    2. The Dun and Bradstreet and/or Experian Business number;
    3. If the company currently sells on a state or federal contract, if so identify which contract(s);
    4. How many years of experience in government sales the company has;
    5. Whether the company can accommodate fleets sales.,
    6. Proof of a business line of credit from the guarantor used to support government fleet operations;
    7. Additional information about the product line; and
    8. Whether the company has ever been disqualified from any contract, if so identify which contract(s).

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealers License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

The Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA Cooperative Purchasing Program Administrator may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and

description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 days written notice to the FSA Cooperative Purchasing Program Administrator.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be filed within five days of bid award. The certificate must state Bid Number and Title. Vendor may not begin performance under the contract until such Certificates have been approved by the Administrator.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the Administrator.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the vendor's insurance obligations, if awarded.

The Administrator can request and the vendor shall furnish proof of insurance within seven days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; the Administrator may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this Contract and the detailed specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained at https://VeBA.flsheriffs.org. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide any information requested on the price sheets, such as manufacturer and model number of various components, or may have their bid rejected.

All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder on the Bid Forms shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension.

2.06 SEALED BIDS

A sealed bid is a completed bid that is submitted in a sealed and unopened container clearly marked with the Bid Title and Number. One electronic copy of the bid submission as well as any other required documentation must be turned in for the bid to be considered for award. Electronic copies shall be submitted on a labeled USB flash drive.

Sealed bids should be sent to the attention of FSA Cooperative Purchasing Program Coordinator, Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, FL 32308. Faxed or e-mailed bids will not be accepted.

2.07 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the section and with a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the Administrator of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.08 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.09 EQUIVALENTS

Bidders must first request approval from the Administrator before submitting a bid that includes an equivalent that will supplement an item on the base specification. The Administrator will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the Administrator.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.10 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend the **mandatory** Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA Cooperative Purchasing Team to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested prior authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.11 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist, and
- Manufacturer Certification Form for each manufacturer bid for Contract FSA18-VEH 16.0 **only**.
    - Note: Manufacturer Certification Forms are **not** required for Contract FSA 18-VEL26.0.

The qualification forms are located in the appendices, and can be found online at: https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements. Qualification forms must be submitted by email to cpp@flsheriffs.org.

2.12 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of 60 calendar days from the date of bid opening. Each specification, make and model must be priced and bid separately.

Prices should reflect the final cost the bidder can expect to receive for payment for the specifications bid. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

2.13 OPTION PRICING

The Administrator has the discretion to disqualify bidders if the option pricing is excessive.

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options included in the bid submission and in resulting customer orders, if awarded.

Agencies are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond published list price of add options. The additional discounts for each add option shall be decided by the vendor.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), bidder must calculate the option price as

the difference between dealer cost on the representative base vehicle and total MSRP of the requested option modifying the vehicle.

When add options listed are included in the base vehicle, bidder must submit options as "Included" or "STD" for standard. Bidder must use proper factory codes for all factory add options. Options available through the factory MUST be bid and supplied to Purchaser as "factory" options, unless requested otherwise in writing by the Purchaser.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT use add or delete options to create a piece of equipment that is entirely different than the base unit called for in the specification, or any other options, scheduled or non-scheduled, that do not meet the intention of options as stated above.

Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option.

The use of options to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the written base specification will be construed as noncompliant and the bid will be rejected in whole or part by the FSA Cooperative Purchasing Program Administrator.

> *Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.*

Factory package options are allowable under this contract. Factory package options must be included in the add options within the bid document and detailed specifically as to what components the package includes.

Prices for options submitted by the bidder for Emergency Vehicle Lighting shall include all applicable state and federal fees and charges, not including installation. Motorcycle pricing will include installation. No additional charges or fees are admissible.

Option pricing will include all costs of labor associated with the option and should not be listed separately within the bid document.

2.14 EMERGENCY LIGHT AND SIREN CERTIFICATION STANDARDS

Vendors that will install emergency lights and sirens are required to submit their Society of Automotive Engineers (SAE) Certifications at the time of bid submission. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the FSA Contract.

Vendors that will provide or contract to provide emergency light and siren upfitting must also submit EVT Certifications for the vendor or the designated third party supplier at the time of bid submission.

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

FSA reserves the right to accept certifications up and until final award.

2.15 SUBMITTAL OF BID

Bidders are required to submit a bid in VeBA. VeBA submissions include pricing for the base specification, option descriptions and option pricing, and any applicable light bar package pricing.

In addition to VeBA submissions, FSA requires that vendors submit a complete bid package to FSA on a USB drive. The complete bid backage includes a .pdf copy of the VeBA submission and all other required documentation. Electronic signatures are authorized. However, the Contract Signature document also requires notarization. Notaries can be performed electronically if they meet the statutory requirements.

Bids submissions must be received by the date listed on the bid calendar. Late bids will not be considered and VeBA will not accept bids after midnight on the closing date as specified in the Bid Calendar.

Vehicle Bid Award System (VeBA)
Bidders must submit their bid electronically on VeBA, which is located at https://veba.flsheriffs.org. Bids not submitted within VeBA will be rejected.

After the pre-bid meeting, user names and passwords will be issued to qualified bidders. Bidders are encouraged to download and review the instructions located on the home page of VeBA. Instructions for entering and submitting bid specifications, as well as lightbar package pricing, are included on the VeBA site. Questions regarding the use of VeBA should be addressed to support@liquifusion.com.

Bidders who intend to bid on emergency vehicles are also required to submit their lightbar package pricing through a separate document housed on the VeBA website during the VeBA submission process.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05).

Vendors will have the option to use an electronic upload for specification options to VeBA. Instructions and deadlines for this upload will be provided to all interested bidders. Electronic upload of option descriptions is not mandatory and is an alternative method for entering option detail for a bidder's submission. This option upload does not apply to base specification pricing. If the vendor seeks to utilize the option upload during the bid submission process, the vendor acknowledges that a contractor to FSA will have access to the vendor's upload data. The contractor has signed a confidentiality agreement agreeing to maintain vendors' data as confidential and agrees that the data may only be used for the purposes of uploading the option data to the VeBA system. The contractor has acknowledged that any misuse of the data may result in liability to the vendor owning such data and may result in such vendor bringing legal action against the contractor. By using this option upload, the vendor acknowledges that the vendor is solely responsible for ensuring that the data uploaded is accurate and complete.

Bid Package Submission

In addition to submitting the bid via the VeBA system, one electronic copy of the bid package on a labeled USB drive must be delivered to FSA. Bid packages must be labeled with the contract title and number.

Mail sealed bid packages to the attention of:

FSA Cooperative Purchasing Program Coordinator
Contract: {Enter Contract Title and Number}
Florida Sheriffs Association
2617 Mahan Drive
Tallahassee, Florida 32308

The bid package must be received at the Florida Sheriffs Association by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated in the Bid Calendar will result in rejection of the bid.

The USB drive must be labeled with the vendor's information, and shall include the following documents:

- Executed Contract Signature Page
- Cover sheet, found on VeBA;
- Applicable licenses or certifications, including but not limited to SAE or EVT certifications
- Pricing Sheet for Emergency Vehicle Lighting and Emergency Light and Siren Certifications, if applicable
- One pdf copy of the VeBA bid submission and one build sheet for each specification bid
    - Materials for each specification must be housed in a single folder labeled by specification
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle as outlined in the FSA specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor installed aftermarket components are required to meet the base vehicle specification and these components must be identified on the build sheet.
- Documentation as required in Section 2.01 for first year bidders
- Any requested equivalents or exceptions

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the Administrator's discretion.

2.16 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is Appendix B. A space is provided for the bidder to indicate zone bidding. Absence of any indication of a particular zone will mean that bids for each specification will be considered in all zones.

2.17 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the vendor agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature document with the signature of an authorized representative no later than the date of the final award.

2.18 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact the Administrator immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.19 LATE BIDS

Any bid or bids received after time and date specified in the Bid Calendar will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or unavailability other than instances in which the VeBa system is offline, delays incurred by mail or courier service, including U.S. Mail, or any other occurrence. Any reference to time will be based on Eastern Standard Time.

2.20 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar.

2.21 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract.

2.22 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;

- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to first year bidders, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if the Administrator determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

2.23 BASIS FOR AWARD

The Administrator shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second lowest bidder by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the Administrator for final evaluation and determination of award.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the Administrator has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

The Administrator reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.24 BID WITHDRAWAL

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise agreed to by the FSA.

If a bidders believes that the bidder must withdraw the bid, the bidder must contact the Administrator immediately. Bid withdraws are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted to the Cooperative Purchasing Program website after the electronic bid process closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only

If there is a delay in posting the bid tabulation results, the Administrator will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a vendor to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a vendor to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a vendor may not provide the FSA with additional materials that affect the price of the bid, or give the vendor an advantage or benefit not enjoyed by other vendors.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the FSA Cooperative Purchasing Program website or VeBA, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid. Bidders are encouraged to read the instructions and view the tutorial video regarding operation of VeBA. FSA is not responsible for bidder's improper use of the VeBA system or website. Exceptions will be granted to this section should any website malfunctions occur.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify the Administrator immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and online at: https://www.flsheriffs.org/uploads/FSA%20Bid%20Award%20Vendor%20Info%20Change%20Document%20REv%205-16A%281%29.pdf.

3.04 OPTION TO RENEW WITH PRICE ADJUSTMENT

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part

Prior to completion of each exercised contract term, the FSA may consider an adjustment to price due to changes to the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, or as a result of any changes to national or state standards that require substantial cost adjustments.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. The Administrator shall determine the PPI based on the initiated timing of the renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to the Administrator. The Administrator will consider the cost changes and will make a final determination on the change in price.

For any vendor-initiated adjustment to commence on the first day of the renewed contract term, the vendor's request or adjustment should be submitted one hundred and twenty (120) days prior to expiration of the then current contract. The vendor adjustment request must clearly substantiate the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Dealer/Manufacturer performance; or
- Lack of relevance of products/commodities.

3.06 EQUITABLE ADJUSTMENT

The Administrator may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 DISCOUNTS

Discounts shall be below Manufacturer’s Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and factory add options.

The dealer has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

3.08 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

3.09 PRODUCTION CUTOFF

Vendor shall notify the Administrator in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specificaitons, FSA may consider substitutions from the same manufacturer.

3.10 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.11 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitute shipments of any kind. Vendors are expected to furnish the brand quoted in their bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.12 POLICE RATED VEHICLES/MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as "Pursuit Rated".

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

STATE OF MICHIGAN Department of State Police and Department of Technology, Management and Budget
Police Vehicle Evaluation Program

http://www.michigan.gov/documents/msp/2017_MY_Police_Vehicle_Evaluation_Test_Book-Final_544109_7.pdf

LASD LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM

Vehicles: http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Vehicle_Test_Booklet.pdf
Motorcycles: http://www.la-sheriff.org/s2/static_content/srvc/documents/2017_Motorcycle_Test_Booklet.pdf

3.13 SPECIAL SERVICE VEHICLES:

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are often referred to as "Special Service Vehicle" (SSV) and often used in public safety applications and other areas of government. Please refer to manufactures published information for detailed information regarding these vehicles.

3.14 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.15 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or dealer installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the Purchaser, the vendor shall be required to replace the vehicle

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept dealer installed components.

3.16 VENDOR INSTALLED

All vendor-installed accessories shall be installed according to the manufacturer's specifications. Examples include roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. *Vendor is required to disclose Make and Model of product being offered* and the location, design, and model must be approved by the purchaser prior to installation. Dealer *must also disclose the warranty of any item that is less than or exceeds factory vehicle factory warranty coverage.*

A vendor that employs a third party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The Administrator may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.17 NON-SCHEDULED OPTIONS

FSA attempts to include scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.18 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees 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 the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.19 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.20 ORDER

The vendor shall submit a copy of the purchase order to the FSA Cooperative Purchasing Program Coordinator within 14 days of receipt from the purchaser.

Purchasers shall issue a purchase order to the vendor, which shall include the contract number, specification number, purchaser's federal identification number, name of point of contact and agency, phone number and email address. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that vendors do not have ANY control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the "zone" which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may buy from a vendor in another zone. Vehicles purchased from vendors awarded in the Police, Administrative, Utility Vehicles, Trucks & Vans contract, outside an awarded zone may, upon mutual agreement between the vendor and the purchaser, charge an Out-of-Zone fee.

The purchaser is required to forward an executed copy of the purchase order to the Florida Sheriffs Association Cooperative Purchasing Program Coordinator at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. The Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.21 VEHICLE DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted.

The vendor shall be responsible for delivering vehicles that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle by the vendor is defined as acceptance of the vehicle from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or vehicles delivered to an upfitter before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles must contain no less than 1/4 tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty five (35) gallons of capacity, a minimum of ten (10) gallons of fuel must be provided.

3.22 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accomodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle meets or exceeds the requirements of the technical bid specifications and the submitted purchase order. Purchasers should inspect the vehicle for physical damage.

Delivery of a vehicle to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle Specification
3. Copy of Manufacturer's Invoice or Window Sticker; Prices may be deleted from the manufacturer's invoice
4. Copy of Pre-Delivery Service Report
5. Warranty Certification
6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above forms and publications will be considered incomplete and can be refused.

3.23 VEHICLE TAGS AND TITLE

Costs of tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle.

Reasonable administrative costs for obtaining temporary tags, tag transfers, and new tags are permitted and can be negotiated between the purchaser and the vendor. All additional costs associated with obtaining, filing and shipping of tags shall be disclosed clearly in the comments section below the applicable option. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price.

3.24 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) working days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfacory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.25 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Administrator.

3.26 INADEQUATE SERVICE

When vehciles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.27 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The Vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) days after the date of the purchase order.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the following examples:

Examples:	
County = Florida County, County of PO 12345	*ABC County BCC PO 12345.pdf*
City = Florida City, City of PO 12345	*ABC City PO 12345.pdf*
Sheriff = Sheriff Office of PO 12345	*ABC Sheriff PO 12345.pdf*
Education = Institution Name PO12345	*ABC County College PO 12345.pdf*

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly Reports which do not adhere to the required format or are not complete of all purchase orders will be returned to the reporting vendor for correction of deficiencies.

All quarterly reports are to be sent to REPORTS@flsheriffs.org.

Quarterly Reports must be complete with the name of the dealer and the date. For example, "Spomot Motors, October 30, 2017" would be in the document header. Do not indicate the quarter on the top of the report. Purchase orders are not necessary for the quarterly report. An example of a Quarterly Report is in Appendix D.

Quarterly Reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports should follow this schedule:

Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Quarter 4:	July 1 – September 30	Q4 Report Due:	October15

If a vendor has no sales within a quarter, the vendor is required to submit a quarterly report and must indicate "NO SALES THIS QUARTER" on the report.

FSA reserves the right to modify the procedure for submitting Quarterly Reports during the term of the contract (including, by way of example, requiring electronic reporting). Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future Quarterly Reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future Quarterly Reports are to be submitted.

3.28 ADMINISTRATIVE FEE

The Florida Sheriffs Association charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Dealers are to include the administrative fee of three quarters of one percent (.0075) in all base bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a dealer fails to incorporate the administrative fee in its bid pricing.

It should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees is the contractual responsibility of each awarded Vendor.

By submission of the Quarterly Reports and admistrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that the Administrator has the contact e-mail address for the person responsible for all Quarterly Reports. There will be no reminders for the Quarterly Reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.29 LIQUIDATED DAMAGES

The bidder warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the bidder responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and Quarterly Reports will incur liquidated damages in the amount of $25 for each day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 days can result in disqualification for future solicitations.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	$25.00 per day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	$100.00 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damaes are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A

Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

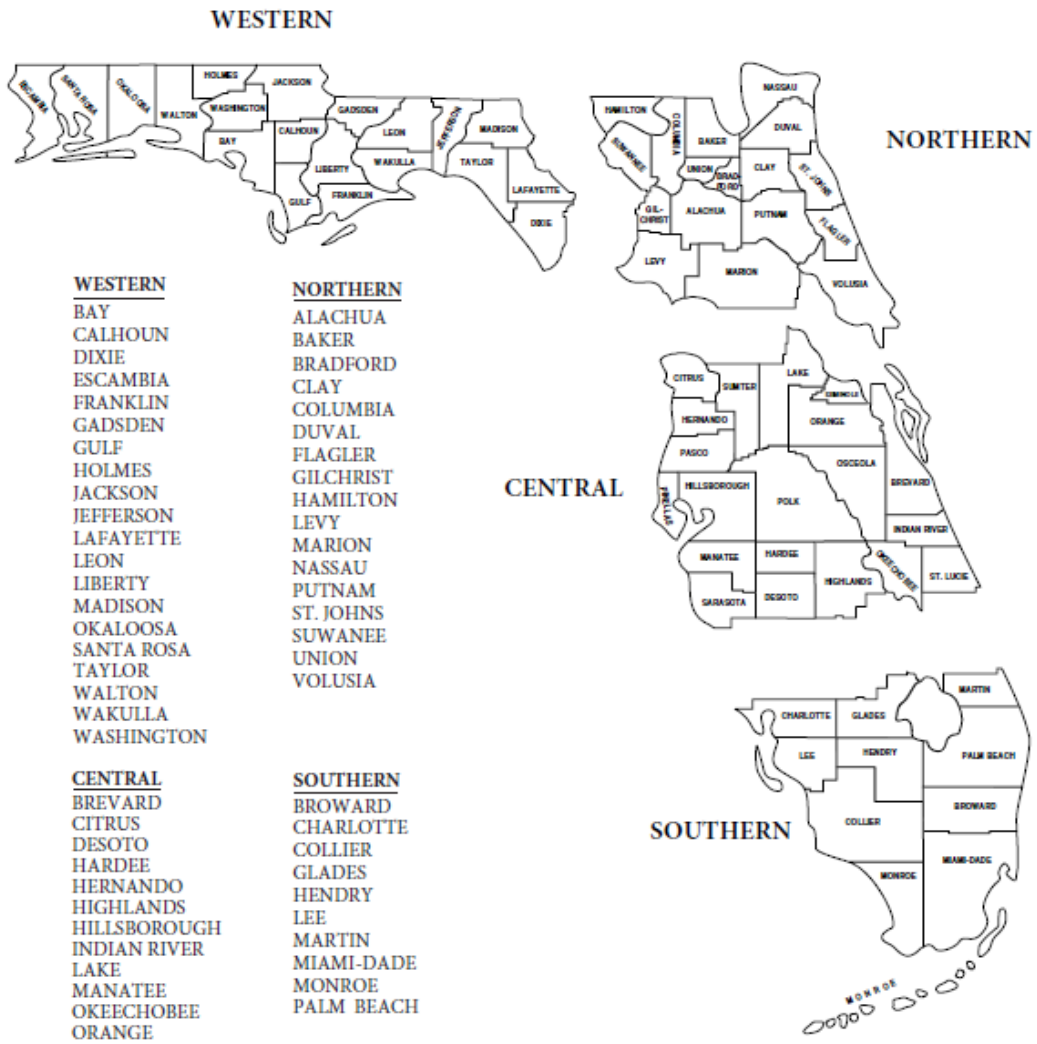
Name of Authorized Company Representative _____

Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

_____

AGENCY: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

Appendix D

[INSERT DEALERSHIP NAME HERE]

QUARTERLY REPORT for BID #FSA18-VEH16.0
Effective Dates: Oct. 1, 2018 thru September 30, 2019
Cab and Chassis Trucks and Heavy Equipment

	A	B	C	D	E	F	G	H	I
1	**October 1 - December 31 \ 1st Quarter**							**Zero Activity**	☐ Check Box
2									
3	**Name of Purchasing Agency**	**PO #**	**Qty.**	**Spec. #**	**Vehicle Type**	**PO Date**	**Total PO Amount**	**Admin. Fee**	**Date Fee Paid**
4								$ -	
5								$ -	
6								$ -	
7								$ -	
8								$ -	
9								$ -	
10								$ -	
11								$ -	
12								$ -	
13								$ -	
14								$ -	
15								$ -	
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25								$ -	
26								$ -	
27								$ -	
28								$ -	
29								$ -	
30								$ -	
31								$ -	
32								$ -	
33	**Page Total**						**$ -**	**$ -**	

Fees and reports are due no later than the 15th of the month following the quarter end. 1

Bid Calendar

FSA18-VEL26.0 Police Rated, Administrative, Utility Vehicles, Trucks & Vans
FSA18-VEH16.0 Cab & Chassis Trucks & Heavy Equipment
Contract Period: October 1, 2018 – September 30, 2019

CALENDAR ITEM	START DATE	END DATE
Bid Announcement	5/7/18	5/7/18
Mandatory Pre-Bid Meeting for Contract FSA18-VEL26.0	7/10/18	7/10/18
Mandatory Pre-Bid Meeting for Contract FSA18-VEH16.0	7/11/18	7/11/18
Request for Clarifications Due		7/19/18
Electronic Bid (VeBA)	7/24/18	8/20/18
Mandatory Qualifying Documents Submission		8/3/18
Option Upload Due - Contract FSA18-VEL26.0 Only		8/6/18
USB Bid Submission 5:00 PM EST - Contract FSA18-VEL26.0 Only		8/24/18
USB Bid Submission 12:00 PM EST - Contract FSA18-VEH16.0 Only - Extended		8/29/18
Public Bid Opening		8/27/18
Fleet Advisory Committee Bid Review	8/28/18	8/31/18
Intent to Award Posted		9/10/18
Bid Awarded		10/1/18

Pre-Bid Meeting Location:
Falkenberg Road Jail Assembly Room
520 North Faulkenberg Road
Tampa, FL 33613

Ver 4 8/27/18

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **Thompson Pump & Manufacturing Co., Inc.,** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Florida Sheriffs Association Cooperative Purchase Program , said contract being identified as: Contract No. FSA18-VEH16.0, Cab & Chassis Trucks & Heavy Equipment (referred to as the "original government contract").

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

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

Time Period ("Term") of the Agreement:

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20 VEH18.0l Heavy Vehicles by and between the City of Cocoa and Thompson Pump shall be effective the latest date of signature between mutual parties of this agreement for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begin October 1,2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment by and between the City of Cocoa and Thompson Pump shall be effective the latest date of signature between mutual parties of this agreement for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage,

which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

N/A

c. Address change for the City of Cocoa:

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

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

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

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

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

Entered this 21st day of OCTOBER

BRIAN LEE / MUNICIPAL SALES
(Print Name / Title)

(Signature)

10-21-2020
(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

_____

Attested By: -- City Clerk

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

October 1st, 2020

Quote # FL-BL-2015A

City of Cocoa – Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

PH: (321) 635-7770
CELL: (321) 698-1707
E: tdyar@cocoafl.org

RE: FY 2019-2020 4" Trailer Mounted Solids Handling Vacuum-Assisted Pump

Mr. Tim Dyar – Chief of Maintenance,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Cocoa at the Dyal Water Treatment Plant, back lift station use and general de-watering.

Per your request, we are providing 2020-2021 Florida Sheriffs Association Contract Package Item 171 pricing for (1) Thompson Pump Model 4JSVM-DIST-4LE2T-M, a 4" trailer mounted, solids handling, diesel powered, by-pass pump with auto start/stop control panel. The net price is derived from our 2020 Florida Sheriffs Association Contract Bid Award #FSA19-VEH17.0-Heavy Trucks & Other Equipment. This Florida based government contract enables the City of Cocoa to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA19-VEH17.0, Item 171.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA19-VEH17.0 / Item 171

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 38,914.00	$ 38,914.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24 month warranty				
Delete Option:				
<< DELETE OPTION-Downgrade pump from 6JSC to 4JSV- vacuum-assisted with FT4 engine-trailer mounted	4JSV-FT4	**1**	($ 2,456.00)	($ 2,456.00)
Final Model: 4JSVM-DIST-4LE2T-M				**$ 36,458.00**

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 10-12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

October 16th, 2020

Quote # FL-BL-2015B

City of Cocoa – Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

PH: (321) 635-7770
CELL: (321) 698-1707
E: tdyar@cocoafl.org

RE: FY 2020-2023 4" Trailer Mounted Solids Handling Vacuum-Assisted Pump

Mr. Tim Dyar – Chief of Maintenance,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Cocoa at the Dyal Water Treatment Plant, back lift station use and general de-watering.

Per your request, we are providing 2020-2023 Florida Sheriffs Association Contract Package Item # 171 pricing for (1) Thompson Pump Model 4JSVM-DIST-4LE2T-M, a 4" trailer mounted, solids handling, diesel powered, by-pass pump with auto start/stop control panel. The net price is derived from our 2020 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment. This Florida based government contract enables the City of Cocoa to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item # 171.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
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Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA20-EQU18.0 / Item # 171

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 38,914.00	$ 38,914.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24 month warranty				
Delete Option:				
<< DELETE OPTION-Downgrade pump from 6JSC to 4JSV- vacuum-assisted with FT4 engine-trailer mounted	4JSV-FT4	**1**	($ 2,456.00)	($ 2,456.00)
Final Model: 4JSVM-DIST-4LE2T-M				**$ 36,458.00**

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• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

November 4th, 2020

Quote # FL-BL-2089

City of Cocoa – Dyal Water Treatment Plant
28400 FL-520
Christmas, FL 32709

PH: (321) 635-7770
CELL: (321) 698-1707
E: tdyar@cocoafl.org

RE: FY 2020-2023 4" Trailer Mounted Solids Handling Vacuum-Assisted Pump

Mr. Tim Dyar – Chief of Maintenance,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Cocoa at the Dyal Water Treatment Plant, back lift station use and general de-watering.

Per your request, we are providing 2020-2023 Florida Sheriffs Association Contract Package Item # 171 pricing for (1) Thompson Pump Model 4JSVM-DIST-4LE2T-M, a 4" trailer mounted, solids handling, diesel powered, by-pass pump with auto start/stop control panel. The net price is derived from our 2020 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment. This Florida based government contract enables the City of Cocoa to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item # 171.

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blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA20-EQU18.0 / Item # 171

Description	Order Codes	Qty	FSA	Subtotal
6JSC	**Vehicle**			
Zone:	**Central**			
Base Price:		**1**	$ 38,714.00	$ 38,714.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24 month warranty				
Delete Option:				
<< Deduct Option-Downgrade pump from 6JSC to 4JSC-FT4	4JSC-FT4	**1**	($ 3,596.00)	($ 3,596.00)
Add Option:				
<< ADD Option- Upgrade pump with OVT® priming system select models	OVT	**1**	$ 2,538.00	$ 2,538.00
Final Model: 4JSVM-DIST-4LE2T-M				**$ 37,656.00**

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
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• DELIVERY: 10-12 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

Name: 4” Vacuum-Assisted Solids Handling Pump

Model: 4JSVM

With its heavy-duty cast-iron construction and fast priming capabilities, the Thompson 4JSVM solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 4JSVM is designed for moderate flows up to 1,350 gpm and heads up to 135 feet making it perfect for sewage bypass pumping or general construction dewatering.

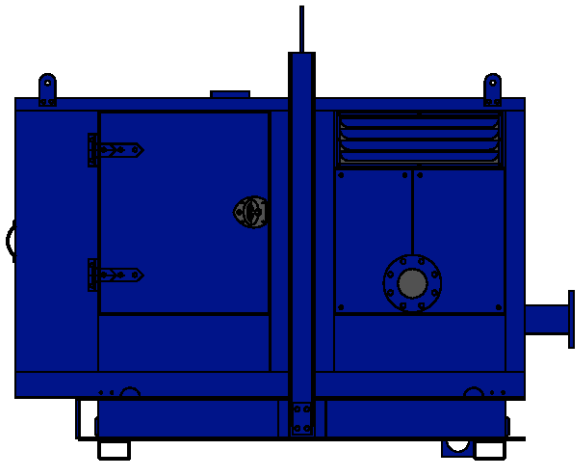


Photo shown may not be exact model.

Consult factory for other versions & options including site trailers, sound attenuation, etc.

Pump End Materials	
Pump Casing	Heavy-duty class 30 cast-iron.
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 8.25”.
Mechanical Seal	Dry-running, grease or oil lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non- pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 cast iron.
Shaft	High quality stress-proof steel.

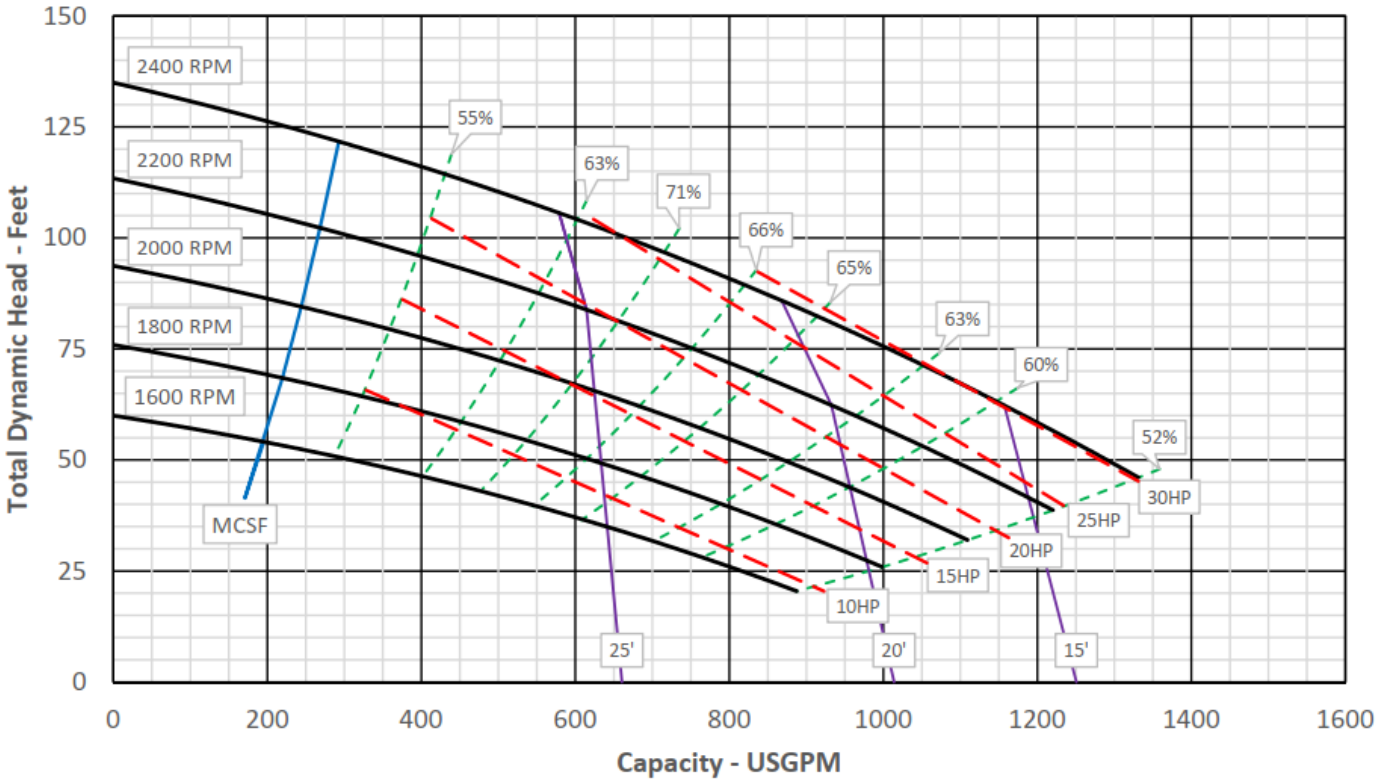
Technical Specifications			
Suction Size	4 in (10.16 cm)	Approximate Dry Weight	4,560 lbs (2,068.38 kg)
Discharge Size	4 in (10.16 cm)	Best Efficiency	71%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,400 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	58.44 psi (402.94 kPa)

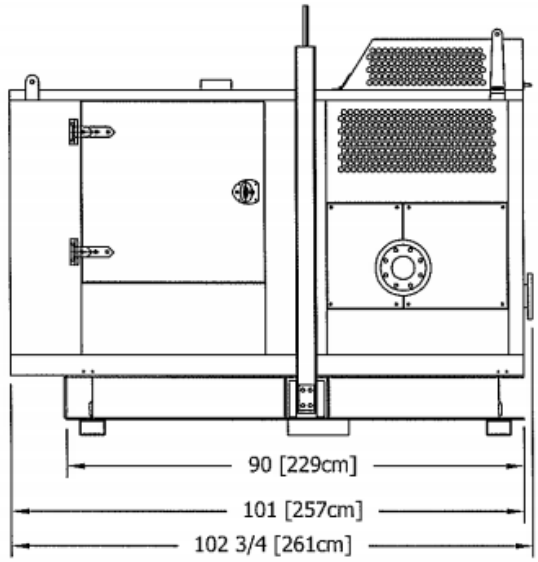
Fuel Tank Options*		Isuzu	Deutz
Modular (M)	100 Gal	100 Hours	99 Hours
Double-Wall (D)	75 Gal	75 Hours	74 Hours
Modular Large Capacity (X)	150 Gal	151 Hours	149 Hours
Double-Wall Large Capacity (Z)	150 Gal	151 Hours	149 Hours

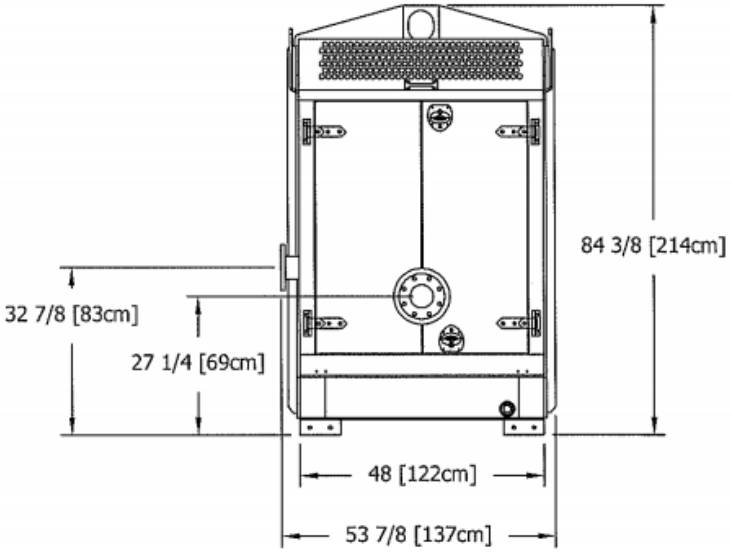
*Contact factory for fuel tank sizes not listed above.

Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com
Jan-20







Isuzu 4LE2T—43 hp @ 2,400 rpm				
Typical Operating Speed	2,400 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	135 ft (22.86 m)	2,400 rpm	0.411 lb/hp-hr	47 hrs
Maximum Flow Capacity	1.350 gpm (493.72 m^3/hr)	2,200 rpm	0.390 lb/hp-hr	66 hrs
Maximum Fuel Consumption	2.11 gph (7.99 L/hr)	2,000 rpm	0.387 lb-hp-hr	100 hrs

Deutz D2.9L4— 40 hp @ 2,400 rpm				
Typical Operating Speed	2,400 rpm	**Engine Speed**	**Fuel Economy**	**Run Time***
Maximum Head	135 ft (22.86 m)	2,400 rpm	0.420 lb/hp-hr	46 hrs
Maximum Flow Capacity	1,350 gpm (493.72 m^3/hr)	2,200 rpm	0.405 lb/hp-hr	64 hrs
Maximum Fuel Consumption	2.16 gph (8.18 L/hr)	2,000 rpm	0.390 lb-hp-hr	99 hrs

*Engine run times calculated based on a 100 gallon fuel tank.

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Capacity & Head are shown for comparative purposes. Consult Thompson factory for exact capabilities.

City of Cocoa Budget Adjustment Form FY 2021 - 21-017-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER

REQUESTING DEPARTMENT #: Util/Dyal 4020 DATE PREPARED: 10/22/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 36,458)	421-4020-536.46-00	DY20DY	Repairs & Maintenance	$ 2,324,400	$ 2,324,400	$ 2,287,942	$ 1,637,628
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 36,458)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 36,458	421-4020-536.64-00	CA2102	Machinery & Equipment	$ 0	$ 0	$ 36,458	($ 167,052)
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 36,458	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Purchase of a 4 inch trailer mounted, solids handling, diesel powered, by-pass pump with auto start/stop control panel. The purchase was not budgeted in the Capital Account (64-00) and funds need to be moved from the Repairs and Maintenance (46-00) to the correct account. Agenda Item 20-747.

Council/Board APPROVAL REQUIRED? *YES* ○ *NO* ◉ *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/10/20	Shawn Weston Digitally signed by Shawn Weston Date: 2020.10.22 11:37:04 -04'00'	10/26/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.10.26 08:58:16 -04'00'	10/26/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.10.27 08:42:54 -04'00'
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/23/20	John "Jack" Walsh Digitally signed by John "Jack" Walsh Date: 2020.10.23 09:39:20 -04'00'	11/4/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.04 17:38:38 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	20-748	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/22/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve a Resolution Amending the FY2021 Budget, BAF # 21-026-A, Accepting the Bulletproof Vest Grant Award for $16,979.50. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Budget Resolution FY 2021.docx BAF 21-026-A-PD-Bullet Proof Vest Grant (11-10-2020) Agenda 21-748.pdf FY2020 BVP Award Announcement.pdf Bulletproof Vest Internal Application FY21.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 22, 2020
Agenda Date: November 10, 2020
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Approve a Resolution Amending the FY2021 Budget, BAF # 21-026-A, Accepting the Bulletproof Vest Grant Award for $16,979.50.

BACKGROUND:

Each year the Police Department applies to the Department of Justice for the Bulletproof Vest grant based on the Department's needs and the award may be granted for a fifty (50) percent match for each vest purchased. For the vest to qualify for the match, it must meet the National Institute of Justice guidelines. There are two years with which to expend the funds.

In FY2020, the Department applied for 29 vests at a cost of $1,171 each vest. We budgeted for 12 replacements and 17 new hire/employee attrition vests.

The Police Department budgeted $16,980 (the matching portion of the grant) in its FY2021 budget with the anticipation of being awarded this grant. Council approved the Department applying for the grant under agenda item number 20-267. The attached Budget Adjustment 21-026-A amends the budgets to accept the Grant Revenue as well as moving the budgeted City 50% Grant Match to a new account and project number GR2107.

STRATEGIC PLAN CONNECTION:

Operational

BUDGETARY IMPACT:

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

BAF# 21-026-A

Amount Requested	$16,980
Account Number	001-0000-331.20-21 GR2107
Account Name	Bullet Proof Vest Program 2020

Amount Requested	($16,980)
Account Number	001-2100-521.52-12 GR2002
Account Name	Bullet Proof Vest Program

Total Amount Requested

Amount Requested	$33,960
Account Number	001-2100-521.52-12 GR2107
Account Name	Bullet Proof Vest Program 2020

Source of Funds: $16,980
__X__ Grant Source: Bullet Proof Vest Grant 2020
001-0000-331.20-21 (GR2107)

PREVIOUS ACTION:

Council previous approved the Department to apply for the grant under agenda item number 20-267.

RECOMMENDED MOTION:

Approve a Resolution Amending the FY2021 Budget, BAF # 21-026-A, Accepting the Bulletproof Vest Grant Award for $16,979.50.

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City of Cocoa Budget Adjustment Form FY 2021 - 026-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 11/03/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 16,980	001-0000-331.20-21	GR2107	Bullet Proof V 2020	$ 16,980	$ 0	$ 16,980	$ 16,980
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 16,980	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 33,960	001-2100-521.52-14	GR2107	Bullet Proof V 2020-DJ-BX-0410	$ 0	$ 0	$ 33,960	$ 33,960
($ 16,980)	001-2100-521.52-12	GR2002	Ballistic Vest	$ 16,980	$ 0	($ 16,980)	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 16,980	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is to accept the award of the Bullet Proof Vest Grant for FY2021 and to move the City's budgeted 50% match to the new expense account. Agenda 20-748.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/3/20	Susan L. Lambert (Digitally signed by Susan L. Lambert Date: 2020.11.03 11:02:42 -05'00')	11/3/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.11.03 14:39:27 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/3/20	Michael Cantaloupe (Digitally signed by Michael Cantaloupe Date: 2020.11.03 13:05:47 -05'00')	11/3/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.11.03 14:39:53 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Susan Lambert

From: Anthony Hagan
Sent: Monday, October 19, 2020 1:28 PM
To: Michael Cantaloupe; Patrick Dovale; Susan Lambert; John Hankins
Cc: Rebecca Bowman; Lora Howell; Christine Kuhn
Subject: FW: Bulletproof Vest Partnership 2020 Award Announcement

We received the Bulletproof Vest Funding for FY21. The amount of the award is $16,979.50.

I will create a project number and get with Sherry to create a new account number for these funds (if needed).

PD will need to take this to council to accept the funds and modify the budget.

Anthony

From: BVP Email Account <ojp@public.govdelivery.com>
Sent: Monday, October 19, 2020 9:50 AM
To: Anthony Hagan <ahagan@cocoafl.org>
Subject: Bulletproof Vest Partnership 2020 Award Announcement

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

Dear BVP Applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2020 Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP System. A complete list of FY 2020 BVP awards is available at: https://www.ojp.gov/program/bulletproof-vest- partnership/overview.

Important: Jurisdictions must be registered in the SAM system (https://www.sam.gov/SAM/) in order to be paid for any 2020 BVP funds. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2020 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2020. The deadline to request payments from the FY 2020 award is August 31, 2022, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

Please see the following websites for a list of NIJ compliant vests: https://cjtec.org/compliance- testing-program/compliant-product-lists/

As a reminder, all jurisdictions that applied for FY 2020 BVP funding certified that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP System. For more information on the BVP mandatory wear policy, please see the BVP Frequently Asked Questions document:
https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/FAQsBVPMandatoryWear Policy_0.pdf

Finally, please visit the following page for checklists and guides for each step of the BVP process:
https://www.ojp.gov/program/bulletproof-vest-partnership/program-resources

For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.
Thank you

BVP Program Support Team
Bureau of Justice Assistance

This email was sent to ahagan@cocoafl.org using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Police	**DIVISION: 2100**
POINT OF CONTACT: Susan L. Lambert	**PROJECT MANAGER: John Hankins**
NAME OF GRANT: Bullet Proof Vest Grant	
CFDA#/CFSA#:	**DATE DEPT. RECEIVED RFP: 4/23/2020**
AMOUNT REQUESTED: $ 33,959	**GRANT DUE DATE: 6/8/2020**
PROJECT DESCRIPTION: The Bullet Proof Vest Partnership (BVP) Grant is a 50% reimbursement grant on all ballistic vest purchases for police officers. Based on the most recent inventory, 29 Ballistic Vests will expire between October 1, 2020 and September 30, 2021. Each vest costs $1,171, half of which ($585.50) will be reimbursed. The total cost of the vests is $33,959.	
COUNCIL REQUIRED: YES NO	**TARGET DATE TO COUNCIL: 5/27/2020**
MATCH REQUIRED: YES NO **(IF YES, HOW MUCH :) $**	**MATCH BUDGETED: YES NO**
REIMBURSEMENT GRANT: YES NO	**SCHEDULE FOR REIMBURSEMENT: invoice by invoice 50% at a time up to maximum**
Expense Account Number(s) to be used: 001-2100-521.52-12	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Reports are required for each ballistic vest purchase. The report includes the officer assigned to the vest and the type of vest purchased.	
FUTURE REQUIREMENTS TO CONSIDER: N/A	
IS THE DEPARTMENT PREPARED TO APPLY: YES NO	
EXPLAIN: information provided to Grant Administrator	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director — Date: 5/13/2020

Grants Administrator — Date: 5/13/20

Deputy Finance Director — Date: 5/14/20

Finance Director — Date: 5/14/20

City Manager — Date: 5-15-20

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

Legislation Details (With Text)

File #:	20-751	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/23/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve Task Order 2020-17 and Amendment using the Continuing Services Agreement with Infrastructure Solution Services (ISS) for Engineering Design, Permitting and Construction Support Services of the sidewalk improvements project on Aurora Street for $66,293.00. Authorize the City Manager to execute the all agreements and issue the purchase order. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Aurora Street Sidewalk Improvements Project Task Order and Amendment.pdf Cocoa Aurora Road Drainage Improvements Project ISS Task Order 8-20-2020 FINAL.pdf Cocoa Aurora Street Drainage Improvements Project ISS Labor Breakdown Task Order 07-17-20				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 23, 2020
Agenda Date: November 10, 2020
Prepared By: Abigail Morgan, P.E., Public Works Assistant City Engineer
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve Task Order 2020-17 and Amendment using the Continuing Services Agreement with Infrastructure Solution Services (ISS) for Engineering Design, Permitting and Construction Support Services of the sidewalk improvements project on Aurora Street for $66,293.00. Authorize the City Manager to execute the all agreements and issue the purchase order.

BACKGROUND:

Aurora Street, from State Road 520 to Jackson Street is a local roadway with no pedestrian facilities and utilizes open ditch stormwater conveyance on both sides of the roadway. This particular corridor has frequent pedestrian traffic that is forced onto the roadway to access the Central Brevard Sharing Center site, which is within this project's location. The Space Coast Area Transit Hub and Provost Park are also within one block of this project and contribute to the pedestrian traffic in this location. The lack of sidewalk connectivity creates an unsafe pedestrian environment and the piping of the ditch is necessary to construct ADA compliant sidewalks along the roadway.

The Aurora Street Sidewalk Improvements Project includes the installation of new sidewalks on both sides of Aurora Street from SR 520 to Jackson Street. Stormwater improvements, including stormwater inlets, piping, and other stormwater structures to replace the existing roadside ditches

and driveway culverts are required to provide adequate space for the new sidewalks.

The City requested the professional services of Infrastructure Solution Services (ISS) to assist with this project. The Scope of Work is to provide the Engineering Services for the engineering design and permitting of the sidewalk and drainage improvements along this roadway.

A portion of this project design will be funded through the use of Transportation Impact Fee dollars by way of the Brevard County Transportation Impact Fee Trust Fund. The Transportation Impact Fee Committee determined this project is eligible for use of these funds since it is providing a new mode of transportation. The City anticipates the construction to be funded by a future FDOT Local Agency Program project through the Space Coast Transportation Planning Organization (SCTPO). This project has been prioritized by the SCTPO Bicycle Pedestrian Trails Advisory Committee and is anticipated to be programed for construction in Fiscal Year 2023.

STRATEGIC PLAN CONNECTION:

Policy 2.1.8.1 of the City of Cocoa Comprehensive Plan: The City shall continuously coordinate with local, TPO, regional and state plans to accomplish interlocal solutions to the transportation needs and problems in the City.

BUDGETARY IMPACT:

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

A budget of $66,293.00 was provided with Agenda 20-733, BAF# 21-028-A. Expense Account 001-3510-541.63-00, project number SW21DP.

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Approve Task Order 2020-17 and Amendment using the Continuing Services Agreement with Infrastructure Solution Services (ISS) for Engineering Design, Permitting and Construction Support Services of the sidewalk improvements project on Aurora Street for $66,293.00. Authorize the City Manager to execute the all agreements and issue the purchase order.

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EXHIBIT E – TASK ORDER
City of Cocoa
Aurora Street Drainage Improvements Design Project
By Infrastructure Solution Services

I. PURPOSE

This is a Task Order for the Aurora Street Drainage Improvements Design Project to the Continuing Service Contract for Professional Engineering Services that commenced January 27, 2019 and ends January 26, 2021 (the "Contract") between the City of Cocoa (hereinafter referred to as "City" or "Owner"), and Infrastructure Solution Services, LLC (hereinafter referred to as "Consultant" or "ISS"), and made a part thereof. The purpose of this Task Order is to specify the required services of Consultant to provide Professional Engineering Services when and as authorized by City's representative. All terms and conditions of the Contract are incorporated herein, and this Task Order, along with its attachments, is made a part of the Contract.

II. TASK DESCRIPTION

Please refer to the Scope of Work (Attachment 1) and Project Schedule (Attachment 2), attached hereto.

III. COMPENSATION

Invoices shall be submitted and payment shall be made in accordance with the Contract and Attachment 4 hereto. Compensation for all services necessary to complete the work as described herein, shall be FORTY-FIVE THOUSAND AND FOUR HUNDRED SIXTY DOLLARS ($45,460.00) allowing an additional ZERO DOLLARS ($0.00) for reimbursable expenses for a total lump sum not-to-exceed fee of FORTY-FIVE THOUSAND AND FOUR HUNDRED SIXTY DOLLARS ($45,460.00) payable at the rates attached hereto. At no time shall fees exceed said amount of compensation herein without a written and executed Task Order modification.

IV. PROCESS

The following Task Order Process shall be followed when Professional Engineering Services are required. Consultant shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to City for review, revision, and approval.

Consultant, at minimum, shall be required to provide the following detail in their proposal:

Attachment 1 - Scope of Work

Attachment 2 - Project Schedule

Attachment 3 - Consultant's Project Team Members

Attachment 4 – Total Cost for Services

All Attachments to this Exhibit E are required for a complete Task Order to the Contract.

APRROVAL and AUTHORIZATION TO PROCEED

If the above scope and fees meet your approval, please indicate by signing in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this Task Order.

IN WITNESS WHEREOF, this _____day of _____, 2020.

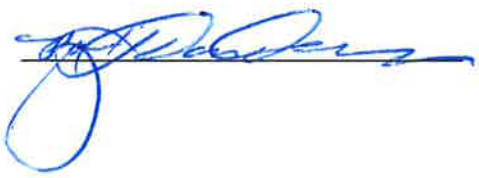
For: CITY OF COCOA

WITNESS:

_____ By: _____
Matthew Fuhrer, Acting City Manager

For: INFRASTRUCTURE SOLUTION SERVICES

WITNESS:



By: _____
Thomas Vill, Principal

EXHIBIT E – TASK ORDER

ATTACHMENT 1 – SCOPE OF WORK

The Scope of Work is to provide the Engineering Services for the engineering design and permitting of drainage improvements within a residential neighborhood at Aurora Street in the City of Cocoa. The City has requested the professional services of ISS to assist with this project.

This project includes stormwater improvements on Aurora Street(from SR 520 W. King Street south approximately 920 linear-feet to Jackson Street), including placement of sidewalks, adding stormwater inlets, piping, and other stormwater structures to replace the existing roadside ditches, and undersized driveway culverts. Curb and gutter and curb flumes also may be considered in the design as additive alternates if necessary. ISS also understands that the City desires to mill and resurface the existing roadway to try and maintain their current elevations.

Bidding and construction services are included in this task order.

Specifically, this proposed scope of work includes the following:

- Engineering data collection of the entire project route within the public Right-of-Way, including topography, utility locations, and locations of above-ground features and signs;
- Engineering design of new stormwater piping, inlets, and structures for drainage improvements within the existing public Right-of-Way(no additional ROW will be required) of Aurora street;
- Engineering design of curb, curb flumes, and sidewalks within the existing public Right-of-Way at Aurora Street;
- Engineering design of all demolition and restoration of driveways, roadways, and green areas required to construct the aforementioned features;
- Utility locates of all utilities located within the scope of this project (major relocation of utility lines and utility poles are not included on this task order);
- Subsurface utility investigations (soft digs) of critical utility crossings
- Geotechnical investigation to determine existing ground/soil conditions and seasonal highwater tables;
- Stormwater modeling of the proposed improvements to validate the design and satisfy permitting requirements. Modeling outside of the project limits is not included, except if needed to satisfy permit requirements;
- St. Johns River Water Management District (SJRWMD) permitting of the proposed improvements. No other permitting is expected to be required and additional permitting has not been included in this task order;
- Multiple field visits to determine existing site conditions and verify design elements;
- Opinion of probable Construction Cost and detailed technical specifications for the proposed improvements;

- Bidding assistance to include answering bidder questions, review of submitted bids, and issuance of a recommendation of award letter.
- Engineering services during construction to include attendance at preconstruction meeting, review of submittals, review of pay applications, and periodic field visits during construction. The City will perform daily inspection of the project.

ISS will contract with a sub-consultant to provide utility locates and soft digs in areas affected by this project's work. ISS will also contract with a subconsultant to provide geotechnical services for this project. The costs associated with these subconsultants have been included in this task order.

This task order does not include any services associated with obtaining easements or obtaining permission from property owners to perform this work. ISS expects that these tasks will not be required and all work and engineering design will occur within existing Right-of-Ways. However, a limited number of hours are included in the scope for coordination with homeowners and assisting the City with answering questions from citizens.

The Consultant will provide the preliminary design services for this task order, as follows:

Task 1 – Field Services

a) Coordinate and perform utility locates (through a subconsultant) and verify utility information with utility providers.
b) Perform engineering data collection of the project route (topography, utility locations, locations of above-ground features, etc.) and survey of property lines, right of way lines, and easements (through a subconsultant).
c) Perform site visits to determine existing site conditions to verify the design.
d) Coordinate and perform geotechnical investigations (through a subconsultant).

Task 1 – Design and Permitting Services

a) Prepare and submit 60% design drawings, technical specifications table of contents, and a 60% opinion of probable cost. A digital copy of these items and up to four hard copies (half-size drawings) will be provided.
b) Attend a 60% design review meeting with the City.
c) Perform limited coordination with homeowners and assist the City with answering questions from citizens.
d) Coordinate and perform subsurface utility investigations (through a subconsultant) of critical utility crossings, where required for the design.
e) Perform stormwater modeling of the new stormwater system to analyze the effects of the design(flood stages and conveyance capabilities) and to optimize pipe sizes.
f) Incorporate 60% design review comments. Incorporate soft dig, geotechnical, and stormwater modeling results into the design. Prepare and submit 90%

design drawings, technical specifications, and a 90% opinion of probable cost. A digital copy of these items and up to four hard copies (half-size drawings) will be provided.

g) Attend a 90% design review meeting with the City.
h) Incorporate 90% design review comments. Prepare and submit SJRWMD permit application with exhibits, reports and detailed modeling results. Prepare responses to Requests for Additional Information (RAIs). One RAI for application is anticipated.
i) Prepare and submit final design drawings, specifications, and final opinion of probable cost, with comments from SJRWMD incorporated into the design. A digital copy and up to three hard copies of these items will be provided.

Task 2 – Bidding Assistance

a) Compile the bid documents in PDF format and provide to the City for bidding purposes
b) Attend the pre-bid meeting
c) Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda
d) Review bids and investigate bidder qualifications
e) Prepare a written recommendation for award of the construction contract

Task 3 –Construction Support Services

a) Attend the pre-construction conference.
b) Review and approve shop drawings.
c) Review and answer Contractor requests for information (RFI.)
d) Provide field observations at critical points in the construction for certification. Eight (8) field visits/site meetings are anticipated.
e) Review and approve Contractor pay requests.
f) Substantial completion review.
g) Final completion review.
h) Review contractor's final record drawings.
i) Prepare certificates of completion to submit to agencies and close out the project.

EXHIBIT E – TASK ORDER

ATTACHMENT 2 – PROJECT SCHEDULE & DELIVERABLES

This Task Order shall commence upon Notice to Proceed and the work authorized herein shall be completed within 180 calendar days after the issuance of Notice to Proceed. If schedule is altered due to unforeseen delays, City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

City's Project Manager and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The project schedule is listed by subtask below.

Project Subtasks	Deliverables to City	Cal. Days to Complete	Total Days from NTP
Preliminary tasks (survey work, utility locates, site visits)	None	45	45
60% design	60% plans, specifications, and cost estimate	30	75
City review of 60% design	City to provide comments	10	95
90% design (incorporating 60% comments, soft digs, modeling and geotechnical information)	90% plans, specifications, and cost estimate	30	125
City review of 90% design	City to provide comments	10	135
Incorporate 90% comments, prepare and submit permit applications	Permit applications	5	140
Respond to RAIs / approval of permit applications	RAI responses	40	180
Final design (100%), incorporating comments from permit agencies	Final plans, specifications, and cost estimate	Concurrent with Permit RAI Response	180

EXHIBIT E – TASK ORDER

ATTACHMENT 3 – CONSULTANT'S PROJECT TEAM MEMBERS

Consultant shall provide the **name**, **title**, and **responsibility** for each of the Consultant's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Order.

(Consultant to attach list of project team members for this project)

Name	**Title**	**Responsibility**
Tom Vill, P.E.	Principal	Project Management
Mark Mueller	Civil Designer	Project Professional
Fariborz Zanganeh, P.E	Professional Engineer	Civil Engineering
Jacob Reagan	Designer	CAD Design
Chris Peterson	Engineer Intern	Civil Engineering
Chris Siravo	Technician	Field Data Collection

EXHIBIT E – TASK ASSIGNMENT

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Consultant shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit E, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service and the estimated charge to City for the reimbursable expenses applicable to the contemplated services, while adhering to the Unit Labor Rates in Exhibit C and the Reimbursable Expense Guidelines in Exhibit D to the Contract.

(Consultant to attach proposal)

The City of Cocoa agrees to pay and Consultant agrees to accept, for services rendered pursuant to the scope of work described in Section E, Attachment 1, above, a lump sum fee that shall not exceed a total of $45,460.00. The City shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task. The costs for each task are as follows:

Task	Description	Fee
1	Field Services	$ 5,310.00
2	Design and Permitting Services	$ 22,330.00
3	Bidding Assistance	$ 2,960.00
4	Construction Support Services	$ 8,860.00
	Subconsultants	$ 6,000.00
	Total	$ 45,460.00

EXHIBIT E – TASK ORDER
Amendment 1
City of Cocoa
Aurora Street Drainage Improvements Design Project
By Infrastructure Solution Services

I. PURPOSE

This is an amendment to the Aurora Street Drainage Improvements Design Project Task Order on the Continuing Service Contract for Professional Engineering Services that commenced January 27, 2019 and ends January 26, 2021 (the "Contract") between the City of Cocoa (hereinafter referred to as "City" or "Owner"), and Infrastructure Solution Services, LLC (hereinafter referred to as "Consultant" or "ISS"), and made a part thereof. The purpose of this *amendment is to add additional services to the original Task Order to assist the City with Local Agency Program (LAP) documentation and funding requirements. This amendment will specify the required Professional Engineering Services to be provided by the Consultant when and as authorized by City's representative.* All terms and conditions of the Contract are incorporated herein, and this Task Order, along with its attachments, is made a part of the Contract.

II. TASK DESCRIPTION

Please refer to the Scope of Work (Attachment 1), Project Schedule (Attachment 2), and the original Task Order attached hereto.

III. COMPENSATION

Invoices shall be submitted and payment shall be made in accordance with the Contract and Attachment 4 hereto. Compensation for all services necessary to complete the amendment work (Task 5) as described herein, shall be TWENTY THOUSAND EIGHT HUNDRED AND THIRTY-THREE DOLLARS ($20,833.00) allowing an additional ZERO DOLLARS ($0.00) for reimbursable expenses for a total lump sum not-to-exceed fee of TWENTY THOUSAND EIGHT HUNDRED AND THIRTY-THREE DOLLARS ($20,833.00) payable at the rates attached hereto. At no time shall fees exceed said amount of compensation herein without a written and executed Task Order modification.

IV. PROCESS

The following Task Order Process shall be followed when Professional Engineering Services are required. Consultant shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to City for review, revision, and approval.

Consultant, at minimum, shall be required to provide the following detail in their proposal:

Attachment 1 - Scope of Work

Attachment 2 - Project Schedule

Attachment 3 - Consultant's Project Team Members

Attachment 4 – Total Cost for Services

All Attachments to this Exhibit E are required for a complete Task Order to the Contract.

APRROVAL and AUTHORIZATION TO PROCEED

If the above scope and fees meet your approval, please indicate by signing in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this Task Order Amendment.

IN WITNESS WHEREOF, this _____day of _____, 2020.

For: CITY OF COCOA

WITNESS:

_____ By: _____

Matthew Fuhrer, Acting City Manager

For: INFRASTRUCTURE SOLUTION SERVICES

WITNESS:

_____ By: _____

Thomas Vill, Principal

EXHIBIT E – TASK ORDER

AMENDMENT 1

ATTACHMENT 1 – SCOPE OF WORK

The Scope of Work is to provide the Engineering Services for the engineering design and permitting of drainage improvements within a residential neighborhood at Aurora Street in the City of Cocoa. The City has requested the professional services of ISS to assist with this project.

This project includes stormwater improvements on Aurora Street (from SR 520 W. King Street south approximately 920 linear-feet to Jackson Street), including placement of sidewalks, adding stormwater inlets, piping, and other stormwater structures to replace the existing roadside ditches, and undersized driveway culverts. Curb and gutter and curb flumes also may be considered in the design as additive alternates if necessary. ISS also understands that the City desires to mill and resurface the existing roadway to try and maintain their current elevations.

The scope of work is eligible for Transportation Alternative Program (TAP) funding and the design analysis and design documentation will be tailored through this amendment to meet the submittal requirements of the program.

Bidding and construction services are included in this task order.

Specifically, this proposed amended scope of work includes the following:

- *Collection and documentation of environmental, natural and cultural data to ensure the project meets NEPA requirements, the definition for a Categorical Exclusion (CE) per 40 CFR § 1508.4 and meets certain criteria contained in 23 CFR § 771.117(a).*
- *Coordination with property and business owners to secure Right of Entry permission for execution of the work along Aurora Street between SR 520 and Jackson Street.*
- *Coordination of design elements with the "Florida Green Book" to ensure compliance with FDOT requirements.*
- *Tailoring of the specification to include the Local Agency Program's (LAP) "Big Four" specifications for concrete, asphalt, earthwork and landscape along with integration of FDOT Division 1 specifications into the solicitation package.*
- *Development and approval of Utility Clearance Letters for affected utilities along the route.*
- *Preparation of the submittal package for upload into the FDOT Local Agency Program Information Tool (LAPIT) system for FDOT review.*
- Respond to FDOT Requests for Additional Information (RAIs) and incorporate review comments/requirements into the final design package (three rounds of RAIs anticipated).

- *Provide Owner's Representative Services during construction to ensure compliance with FDOT and LAP requirements.*
- *Project Site Survey for this Task Order will use the nearest published horizontal and vertical control. ISS will establish a minimum of three site control points with North American Datum of 1983 (NAD 1983) Florida State Plane, East Zone, coordinate values and North American Vertical Datum of 1988 (NAVD 88) vertical values for the collection of data and to be used as site benchmarks.*

ISS will contract with sub-consultants to provide the cultural and natural resource investigations necessary to develop the required documentation for submittal to FDOT. The costs associated with these subconsultants have been included in this task order amendment.

This task order does not include any services associated with obtaining easements or obtaining permission from property owners to perform this work. ISS expects that these tasks will not be required and all work and engineering design will occur within existing Right-of-Ways. However, a limited number of hours are included in the scope for coordination with homeowners and assisting the City with answering questions from citizens.

The Consultant will provide the additional services for this amended task order, as follows:

Task 5 – <u>Local Agency Program Funding Assistance</u>

a) *Perform site visits and collect and review available environmental information associated with and affecting the site and confirm no significant environmental impacts will occur (through a subconsultant).*
b) *Prepare a Natural Resources Evaluation Report according to Part 2, Chapter 16 of the Florida Department of Transportation's (FDOT) Project Development and Environment Manual (PD&E Manual)*
c) *Perform a Cultural Resources Survey according to Part 2, Chapter 8 of the FDOT PD&E Manual (through a subconsultant).*
d) *Coordinate with property and business owners along the proposed project route to obtain Right of Entry approval for the planned improvements.*
e) *Coordinate design elements with the "Florida Green Book" to ensure compliance with FDOT requirements.*
f) *Tailor the specification to include the Local Agency Program's (LAP) "Big Four" specifications for concrete, asphalt, earthwork and landscape*
g) *Tailor the specification to include integration of FDOT Division 1 specifications into the solicitation package.*
h) *Preparation and submittal of Utility Clearance Letters for FDOT permitted work along the project route.*
i) *Prepare the submittal package for upload into the FDOT Local Agency Program Information Tool (LAPIT) system for FDOT review*
j) *Provide assistance in responding to queries or concerns raised by FDOT.*

k) *Provide Owner's Representative Services during Construction.*

EXHIBIT E – TASK ORDER

AMENDMENT 1

ATTACHMENT 2 – PROJECT SCHEDULE & DELIVERABLES

This Task Order Amendment shall commence upon Notice to Proceed and the work authorized herein shall be incorporated into the original schedule and completed within 180 calendar days after the issuance of Notice to Proceed. If schedule is altered due to unforeseen delays, City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

City's Project Manager and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The project schedule is listed by subtask below.

Project Subtasks	Deliverables to City	Cal. Days to Complete	Total Days from NTP
Preliminary tasks (survey work, utility locates, site visits, *data collection)*	None	45	45
Collect data for Natural Resources Evaluation Report and Cultural Resource Survey	*None*	*Concurrent w/ prelim. tasks*	*45*
Draft Natural Resources Report & Cultural Resource Survey	*Natural Resources Report/Cultural Resource Survey*	*Concurrent w/ 60% design*	*75*
60% design to include "Florida Green Book" criteria and FDOT specifications as required	60% plans, specifications, and cost estimate	30	75
City review of 60% design, *Natural Resources Report and Cultural Resources Survey*	City to provide comments	*15*	*90*
Coordinate Right of Entry Approvals w/ property and business owners	*Concurrent w/ 90% design*		
90% design (incorporating 60% comments, soft digs, modeling and geotechnical information)	90% plans, specifications, and cost estimate	30	120
City review of 90% design	City to provide comments	10	130
Incorporate 90% comments, prepare and submit permit applications	Permit applications	10	140
Preparation of Utility Clearance Letters for FDOT Permitting	*None*	*Concurrent w/ Permit Apps*	*140*

Prepare submittal package for Upload into FDOT LAPIT system	*None*	*Concurrent w/ permit apps*	*140*
Respond to RAIs / approval of permit applications/FDOT	RAI responses	40	180
Final design (100%), incorporating comments from permit agencies	Final plans, specifications, and cost estimate	Concurrent w/ Permit RAI Response	180
Provide Owner's Representative Services following Award of project and issuance of NTP			

EXHIBIT E – TASK ORDER

ATTACHMENT 3 – CONSULTANT'S PROJECT TEAM MEMBERS

Consultant shall provide the **name**, **title**, and **responsibility** for each of the Consultant's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Order Amendment.

(Consultant to attach list of project team members for this project)

Name	**Title**	**Responsibility**
Tom Vill, P.E.	Principal	Project Management
Mark Mueller	Civil Designer	Project Professional
Fariborz Zanganeh, P.E	Professional Engineer	Civil Engineering
Jacob Reagan	Designer	CAD Design
Chris Peterson	Engineer Intern	Civil Engineering
Chris Siravo	Technician	Field Data Collection

EXHIBIT E – TASK ASSIGNMENT

ATTACHMENT 4 – TOTAL COST FOR AMENDMENT OF SERVICES

Consultant shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Amended Scope of Work detailed in Exhibit E, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service and the estimated charge to City for the reimbursable expenses applicable to the contemplated services, while adhering to the Unit Labor Rates in Exhibit C and the Reimbursable Expense Guidelines in Exhibit D to the Contract.

(Consultant to attach proposal)

The City of Cocoa agrees to pay and Consultant agrees to accept, for services rendered pursuant to the amended scope of work described in Section E, Attachment 1, above, a lump sum fee that shall not exceed a total of $20,833.00. The City shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task. The costs for each task are as follows:

Task	Description	Fee
5	Task 5 -Local Agency Program Funding Assistance	$ 20,833.00
3		
	Total	$ 20,833.00

EXHIBIT E – TASK ORDER
City of Cocoa
Aurora Street Drainage Improvements Design Project
By Infrastructure Solution Services

I. PURPOSE

This is a Task Order for the Aurora Street Drainage Improvements Design Project to the Continuing Service Contract for Professional Engineering Services that commenced January 27, 2019 and ends January 26, 2021 (the "Contract") between the City of Cocoa (hereinafter referred to as "City" or "Owner"), and Infrastructure Solution Services, LLC (hereinafter referred to as "Consultant" or "ISS"), and made a part thereof. The purpose of this Task Order is to specify the required services of Consultant to provide Professional Engineering Services when and as authorized by City's representative. All terms and conditions of the Contract are incorporated herein, and this Task Order, along with its attachments, is made a part of the Contract.

II. TASK DESCRIPTION

Please refer to the Scope of Work (Attachment 1) and Project Schedule (Attachment 2), attached hereto.

III. COMPENSATION

Invoices shall be submitted and payment shall be made in accordance with the Contract and Attachment 4 hereto. Compensation for all services necessary to complete the work as described herein, shall be FORTY-FIVE THOUSAND AND FOUR HUNDRED SIXTY DOLLARS ($45,460.00) allowing an additional ZERO DOLLARS ($0.00) for reimbursable expenses for a total lump sum not-to-exceed fee of FORTY-FIVE THOUSAND AND FOUR HUNDRED SIXTY DOLLARS ($45,460.00) payable at the rates attached hereto. At no time shall fees exceed said amount of compensation herein without a written and executed Task Order modification.

IV. PROCESS

The following Task Order Process shall be followed when Professional Engineering Services are required. Consultant shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to City for review, revision, and approval.

Consultant, at minimum, shall be required to provide the following detail in their proposal:

Attachment 1 - Scope of Work

Attachment 2 - Project Schedule

Attachment 3 - Consultant's Project Team Members

Attachment 4 – Total Cost for Services

All Attachments to this Exhibit E are required for a complete Task Order to the Contract.

APRROVAL and AUTHORIZATION TO PROCEED

If the above scope and fees meet your approval, please indicate by signing in the space provided below and return one (1) signed copy which will constitute an "Agreement and Notice to Proceed" for the accomplishment of this Task Order.

IN WITNESS WHEREOF, this _____day of _____, 2020.

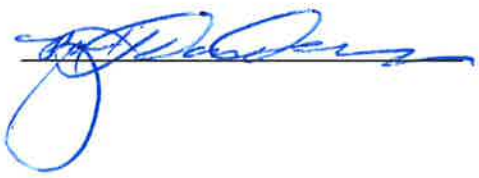
For: CITY OF COCOA

WITNESS:

_____ By: _____
Matthew Fuhrer, Acting City Manager

For: INFRASTRUCTURE SOLUTION SERVICES

WITNESS:



By: _____
Thomas Vill, Principal

EXHIBIT E – TASK ORDER

ATTACHMENT 1 – SCOPE OF WORK

The Scope of Work is to provide the Engineering Services for the engineering design and permitting of drainage improvements within a residential neighborhood at Aurora Street in the City of Cocoa. The City has requested the professional services of ISS to assist with this project.

This project includes stormwater improvements on Aurora Street(from SR 520 W. King Street south approximately 920 linear-feet to Jackson Street), including placement of sidewalks, adding stormwater inlets, piping, and other stormwater structures to replace the existing roadside ditches, and undersized driveway culverts. Curb and gutter and curb flumes also may be considered in the design as additive alternates if necessary. ISS also understands that the City desires to mill and resurface the existing roadway to try and maintain their current elevations.

Bidding and construction services are included in this task order.

Specifically, this proposed scope of work includes the following:

- Engineering data collection of the entire project route within the public Right-of-Way, including topography, utility locations, and locations of above-ground features and signs;
- Engineering design of new stormwater piping, inlets, and structures for drainage improvements within the existing public Right-of-Way(no additional ROW will be required) of Aurora street;
- Engineering design of curb, curb flumes, and sidewalks within the existing public Right-of-Way at Aurora Street;
- Engineering design of all demolition and restoration of driveways, roadways, and green areas required to construct the aforementioned features;
- Utility locates of all utilities located within the scope of this project (major relocation of utility lines and utility poles are not included on this task order);
- Subsurface utility investigations (soft digs) of critical utility crossings
- Geotechnical investigation to determine existing ground/soil conditions and seasonal highwater tables;
- Stormwater modeling of the proposed improvements to validate the design and satisfy permitting requirements. Modeling outside of the project limits is not included, except if needed to satisfy permit requirements;
- St. Johns River Water Management District (SJRWMD) permitting of the proposed improvements. No other permitting is expected to be required and additional permitting has not been included in this task order;
- Multiple field visits to determine existing site conditions and verify design elements;
- Opinion of probable Construction Cost and detailed technical specifications for the proposed improvements;

- Bidding assistance to include answering bidder questions, review of submitted bids, and issuance of a recommendation of award letter.
- Engineering services during construction to include attendance at preconstruction meeting, review of submittals, review of pay applications, and periodic field visits during construction. The City will perform daily inspection of the project.

ISS will contract with a sub-consultant to provide utility locates and soft digs in areas affected by this project's work. ISS will also contract with a subconsultant to provide geotechnical services for this project. The costs associated with these subconsultants have been included in this task order.

This task order does not include any services associated with obtaining easements or obtaining permission from property owners to perform this work. ISS expects that these tasks will not be required and all work and engineering design will occur within existing Right-of-Ways. However, a limited number of hours are included in the scope for coordination with homeowners and assisting the City with answering questions from citizens.

The Consultant will provide the preliminary design services for this task order, as follows:

Task 1 – Field Services

a) Coordinate and perform utility locates (through a subconsultant) and verify utility information with utility providers.
b) Perform engineering data collection of the project route (topography, utility locations, locations of above-ground features, etc.) and survey of property lines, right of way lines, and easements (through a subconsultant).
c) Perform site visits to determine existing site conditions to verify the design.
d) Coordinate and perform geotechnical investigations (through a subconsultant).

Task 1 – Design and Permitting Services

a) Prepare and submit 60% design drawings, technical specifications table of contents, and a 60% opinion of probable cost. A digital copy of these items and up to four hard copies (half-size drawings) will be provided.
b) Attend a 60% design review meeting with the City.
c) Perform limited coordination with homeowners and assist the City with answering questions from citizens.
d) Coordinate and perform subsurface utility investigations (through a subconsultant) of critical utility crossings, where required for the design.
e) Perform stormwater modeling of the new stormwater system to analyze the effects of the design(flood stages and conveyance capabilities) and to optimize pipe sizes.
f) Incorporate 60% design review comments. Incorporate soft dig, geotechnical, and stormwater modeling results into the design. Prepare and submit 90%

design drawings, technical specifications, and a 90% opinion of probable cost. A digital copy of these items and up to four hard copies (half-size drawings) will be provided.

g) Attend a 90% design review meeting with the City.
h) Incorporate 90% design review comments. Prepare and submit SJRWMD permit application with exhibits, reports and detailed modeling results. Prepare responses to Requests for Additional Information (RAIs). One RAI for application is anticipated.
i) Prepare and submit final design drawings, specifications, and final opinion of probable cost, with comments from SJRWMD incorporated into the design. A digital copy and up to three hard copies of these items will be provided.

Task 2 – Bidding Assistance

a) Compile the bid documents in PDF format and provide to the City for bidding purposes
b) Attend the pre-bid meeting
c) Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda
d) Review bids and investigate bidder qualifications
e) Prepare a written recommendation for award of the construction contract

Task 3 –Construction Support Services

a) Attend the pre-construction conference.
b) Review and approve shop drawings.
c) Review and answer Contractor requests for information (RFI.)
d) Provide field observations at critical points in the construction for certification. Eight (8) field visits/site meetings are anticipated.
e) Review and approve Contractor pay requests.
f) Substantial completion review.
g) Final completion review.
h) Review contractor's final record drawings.
i) Prepare certificates of completion to submit to agencies and close out the project.

EXHIBIT E – TASK ORDER

ATTACHMENT 2 – PROJECT SCHEDULE & DELIVERABLES

This Task Order shall commence upon Notice to Proceed and the work authorized herein shall be completed within 180 calendar days after the issuance of Notice to Proceed. If schedule is altered due to unforeseen delays, City's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

City's Project Manager and Consultant shall negotiate a proposed schedule for the successful and timely completion of the project. The project schedule is listed by subtask below.

Project Subtasks	Deliverables to City	Cal. Days to Complete	Total Days from NTP
Preliminary tasks (survey work, utility locates, site visits)	None	45	45
60% design	60% plans, specifications, and cost estimate	30	75
City review of 60% design	City to provide comments	10	95
90% design (incorporating 60% comments, soft digs, modeling and geotechnical information)	90% plans, specifications, and cost estimate	30	125
City review of 90% design	City to provide comments	10	135
Incorporate 90% comments, prepare and submit permit applications	Permit applications	5	140
Respond to RAIs / approval of permit applications	RAI responses	40	180
Final design (100%), incorporating comments from permit agencies	Final plans, specifications, and cost estimate	Concurrent with Permit RAI Response	180

EXHIBIT E – TASK ORDER

ATTACHMENT 3 – CONSULTANT'S PROJECT TEAM MEMBERS

Consultant shall provide the **name**, **title**, and **responsibility** for each of the Consultant's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Order.

(Consultant to attach list of project team members for this project)

Name	**Title**	**Responsibility**
Tom Vill, P.E.	Principal	Project Management
Mark Mueller	Civil Designer	Project Professional
Fariborz Zanganeh, P.E	Professional Engineer	Civil Engineering
Jacob Reagan	Designer	CAD Design
Chris Peterson	Engineer Intern	Civil Engineering
Chris Siravo	Technician	Field Data Collection

EXHIBIT E – TASK ASSIGNMENT

ATTACHMENT 4 – TOTAL COST FOR SERVICES

Consultant shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work detailed in Exhibit E, Attachment 1. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service and the estimated charge to City for the reimbursable expenses applicable to the contemplated services, while adhering to the Unit Labor Rates in Exhibit C and the Reimbursable Expense Guidelines in Exhibit D to the Contract.

(Consultant to attach proposal)

The City of Cocoa agrees to pay and Consultant agrees to accept, for services rendered pursuant to the scope of work described in Section E, Attachment 1, above, a lump sum fee that shall not exceed a total of $45,460.00. The City shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task. The costs for each task are as follows:

Task	Description	Fee
1	Field Services	$ 5,310.00
2	Design and Permitting Services	$ 22,330.00
3	Bidding Assistance	$ 2,960.00
4	Construction Support Services	$ 8,860.00
	Subconsultants	$ 6,000.00
	Total	$ 45,460.00

Professional Engineering Services
for the City of Cocoa
Aurora Street Drainage and Roadway Improvements

DRAFT

INFRASTRUCTURE SOLUTION SERVICES

	Hourly Labor Breakdown Estimate Engineering Services	Engineer VII $170	Engineer V $150	Engineer III $130	Engineer I $110	Designer II $100	Draftsmen/Tech I $60	Project Representative $80	Survey Crew $100	Administrative Assistant $60	Total Hours	Total Dollars	Percent Complete	Total Earned
TASK 1 - FIELD SERVICES COORDINATION														
a	Coordinate and perform utility locates and verify utility information with utility providers				2				4		**6**	**$620**	**0%**	**8**
b	Perform engineering data collection of the project route (topography, utility locations, locations of above-ground features, etc.) and survey of property lines, right of way lines, and easements		2		2				32		**36**	**$3,720**	**0%**	**$0**
c	Perform site visits to determine existing site conditions to verify the design		3		3						**6**	**$780**	**0%**	**$0**
d	Coordination of the geotechnical investigation services that will be required for the proposed T-Dock and Day Slips.		1		2						**3**	**$370**	**0%**	**$0**
	TASK 1 - TOTAL	0	6	0	9	0	0	0	36	0	**51**	**$5,490**	**0%**	**$8**
TASK 2 - DESIGN SERVICES														
a	Prepare and submit 60% design drawings, technical specifications, and a 60% opinion of probable cost	1	16			48				3	**68**	**$7,550**	**0%**	**$0**
b	Attend a 60% design review meeting with the City	2	2		2						**6**	**$860**	**0%**	**$0**
c	Perform limited coordination with homeowners and assist the City with answering questions from citizens		4		4						**8**	**$1,040**	**0%**	**$0**
d	Coordinate and perform subsurface utility investigations of critical utility crossings, where required for the design.		1		3				4		**8**	**$880**	**0%**	**$0**
e	Coordinate and perform geotechnical investigations				2						**2**	**$220**	**0%**	**$0**
f	Perform stormwater modeling of the new stormwater system to analyze the effects of the design and to optimize pipe sizes		4		16						**20**	**$2,360**	**0%**	**$0**
g	Incorporate 60% design review comments. Incorporate soft dig, geotechnical, and stormwater modeling results into the design. Prepare and submit 90% design drawings, technical specifications, and a 90% opinion of probable cost.	2	2		10	30				2	**46**	**$4,860**	**0%**	**$0**
h	Attend a 90% design review meeting with the City	2	2		2						**6**	**$860**	**0%**	**$0**
	Incorporate 90% design review comments. Prepare and submit SJRWMD permit application with exhibits and detailed modeling results. Prepare responses to Requests for Additional Information (RAIs). One RAI is anticipated for each application.	1	8		16	12				2	**39**	**$4,450**		
i	Prepare and submit final design drawings, specifications, and final opinion of probable cost, with comments from SJRWMD incorporated into the design.	1	4		4	8				1	**18**	**$2,070**	**0%**	**$0**
	TASK 2 - TOTAL	9	43	0	59	98	0	0	4	8	**221**	**$25,150**	**0%**	**$0**
TASK 3 - BIDDING SERVICES														
a	Compile the bid documents in PDF format and provide to the City for bidding purposes		1		1					4	**6**	**$500**	**0%**	**$0**
b	Attend the pre-bid meeting.		2		2						**4**	**$520**	**0%**	**$0**
c	Prepare answers to bidder questions for the City to use in preparation and distribution of bid addenda.		2		5					4	**11**	**$1,090**	**0%**	**$0**
d	Review bids and investigate bidder qualifications.		1		2					2	**5**	**$490**	**0%**	**$0**
e	Prepare a written recommendation for award of the construction contract.		2		4						**6**	**$740**	**0%**	**$0**
	TASK 3 - TOTAL	0	8	0	14	0	0	0	0	10	**32**	**$3,340**	**0%**	**$0**

Professional Engineering Services
for the City of Cocoa
Aurora Street Drainage and Roadway Improvements

DRAFT

INFRASTRUCTURE SOLUTION SERVICES

	Hourly Labor Breakdown Estimate Engineering Services	Engineer VII $170	Engineer V $150	Engineer III $130	Engineer I $110	Designer II $100	Draftsmen/Tech I $60	Project Representative $80	Survey Crew $100	Administrative Assistant $60	Total Hours	Total Dollars	Percent Complete	Total Earned
TASK 4 - ENGINEERING SERVICES DURING CONSTRUCTION														
a	Attend the pre-construction conference		2		2						4	$520	0%	$0
b	Review and approve the shop drawings		2		10						12	$1,400	0%	$0
c	Review and answer Contractor requests for information (RFI)		2		8						10	$1,180	0%	$0
d	Provide field observations at critical points in the construction for certification. Eight (8) Inspector field visits are anticipated.		8		8			8			24	$2,720	0%	$0
e	Review and approve Contractor pay requests.		4		4						8	$1,040	0%	$0
f	Substantial Completion Review.		2		4						6	$740	0%	$0
g	Final Completion Review.		2		4						6	$740	0%	$0
h	Review Contractor's final record drawings and operation and maintenance manuals.		2		4						6	$740	0%	$0
i	Prepare certificates of completion to submit to agencies and close out the project		2		4						6	$740	0%	$0
	TASK 4 - TOTAL	0	26	0	48	0	0	8	0	0	82	$9,820	0%	$0
	TOTAL LABOR HRS	9	83	0	130	98	0	8	40	18	386	$43,800	0%	$0
	TOTAL LABOR FEE	$1,530	$12,450	$0	$14,300	$9,800	$0	$640	$4,000	$1,080	$43,800	$43,800		

SUMMARY OF TASK ESTIMATE	
ISS LABOR ESTIMATE TOTAL	$43,800
EXPENSES ESTIMATE TOTAL	$0
SUBTOTAL COST OF TASK	$43,800
SUBCONSULTANT SERVICES	$6,000
TOTAL ESTIMATED COST OF TASK	$49,800

Legislation Details (With Text)

File #:	20-753	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	Consent Agenda
File created:	10/26/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve a Budget Resolution Amending the FY21 Budget, BAF #21-027-A&T (2 Pages), Reducing the Expected Grant Revenues for the VOCA Grant and City Match, and Allow the City Manager to Enter into the Contract. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Award Letter - FY21 VOCA.pdf VOCA_Contract_2020 (1).pdf VOCA Grant FY21 Internal Application.pdf Budget Resolution FY 2021.docx BAF-21-027-A-PD-VOCA Grant (11-10-2020)Agenda item 20-753_1 of 2 .pdf BAF-21-027-T-PD-VOCA Grant (11-10-2020) Agenda 20-753 -2 Of 2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 26, 2020
Agenda Date: November 10, 2020
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Approve a Budget Resolution Amending the FY21 Budget, BAF #21-027-A&T (2 Pages), Reducing the Expected Grant Revenues for the VOCA Grant and City Match, and Allow the City Manager to Enter into the Contract.

BACKGROUND:

The Office of the Attorney General announced earlier this year (January) that funds were available for the Victims of Crime Act (VOCA) from the U.S. Department of Justice. The purpose of the funds is to support victims of crime by providing services that respond to the emotional and physical needs of crime victims to stabilize their lives after victimization, assisting them to understand and participate in the criminal justice system with a measure of safety and security.

The Victim Services Program, which began on October 1, 2013, has been a great success and more and more victims are aware of its services and provides more demands on the advocate. The Victim Advocate provides the following services: crisis intervention counseling, follow-up contact for cases, personal advocacy, criminal justice support, information and referrals to local organizations and

agencies, emotional support, assistance with property return, assistance with filing crime victim's compensation, assistance in filing injunctions and accompanying the individual to court hearing(s), locating transportation, and assisting with translators. The types of victims/survivors served so far are domestic violence, burglary/home invasion, assault/battery, child victims of physical abuse, homicide, robbery, fraud and elder abuse. The Victim Advocates have created essential working relationships with other criminal justice agencies and local organizations. Both the Victim Advocate Coordinator and the Victim Advocate Position are subject to continued grant funding availability annually.

The City budgeted $126,896 as part of its annual salaries and benefit package and the actual award amount was reduced by the Department of Justice by ($32,273) for a total Grant Award of $94,623. Finally, there is a 20% City match of the total program budget of $23,655.75 making the total program budget $118,278.75.

BAF # 21-027-A&T (2 Pages) is necessary to reduce the grant budget for the reduced revenue and expenditures. Included in the BAF is an adjustment moving the previous budgeted Grant Match for a vehicle and utilizing the supervisor position at 20% for the City's match in its place.

STRATEGIC PLAN CONNECTION:

Operational.

BUDGETARY IMPACT:

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

The budget for FY2021 for the VOCA grant is as follows:

Amount requested	$65,772
Account number	001-2100-521.12-00
Account name	Regular Salaries
Amount requested	$5,919
Account number	001-2100-521.21-00
Account name	FICA
Amount requested	$7,257
Account number	001-2100-521.22-00
Account name	Retirement
Amount requested	$10,743
Account number	001-2100-521.23-00
Account name	Life/Health Insurance
Amount requested	$132

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Account number	001-2100-521.24-00
Account name	Worker's Comp
Amount requested	$4,800
Account number	001-2100-521.27-00
Account name	Non-Union benefit

Total: $94,623

The Police Department will match, through general funds, 20% of supervisor pay and benefits. The appropriate estimated funds for FY2021 to complete the project are as follows:

Amount matched	$20,766.75
Account number	001-2100-521.12-00
Account name	Regular salaries
Amount matched	$470
Account number	001-2100-521.21-00
Account name	FICA
Amount matched	$2,167
Account number	001-2100-521.23-00
Account name	Life/Health Insurance
Amount matched	$252
Account number	001-2100-521.24-00
Account name	Worker's Comp

Total Grant Match $23,655.75

BAF 21-027-A (1): To Reduce Revenue and Expense

Revenue	
Amount	($32,273)
Account Number	001-0000-331.20-15
Account Name	Victim Advocate Grant GR2001
Expense	
Amount	($32,273)
Account Number	See Attached Payroll Lines
Account Name	Victim Advocate Grant GR2001

BAF 21-027-T (2): To move VOCA Vehicle to Patrol Vehicle

Amount	($24,724)
Account Number	001-2100-521.64-00 GR2101
Account Name	Machinery and Equipment
Amount	$24,724

Account Number	001-2100-521.64-00 CA2101
Account Name	Machinery and Equipment

PREVIOUS ACTION:

Council previously approved the Police Department applying for the Grant under agenda item 20-46.

RECOMMENDED MOTION:

Approve a Budget Resolution Amending the FY21 Budget, BAF #21-027-A&T (2 Pages), Reducing the Expected Grant Revenues for the VOCA Grant and City Match, and Allow the City Manager to Enter into the Contract.

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AWARD LETTER

October 06, 2020

Mr. Matthew Fuhrer
Interim City Manager
65 Stone Street
Cocoa, Florida 32922-7807

Dear Mr. Matthew Fuhrer, Interim City Manager

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that City of Cocoa Police Department will be awarded a Victims of Crime Act (VOCA) grant for the 2020-2021 funding cycle in the amount of $94,623.00.

Our staff has worked diligently to determine how best to distribute the available VOCA grant funding while maintaining mandatory federal grant distribution guidelines and mission critical services. These considerations and your agency's commitment to providing services to crime victims in your community were the key factors used in making our decision.

Please contact the Bureau of Advocacy and Grants Management at (850) 414-3380 or Contact.Voca@myfloridalegal.com with any questions on this grant. Thank you for your continuing efforts in providing assistance to victims of crime.

Sincerely,

Gary L. Howze,
Director

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FY 2020/2021
(GRANT PERIOD October 1,2020 through September 30,2021)

AGREEMENT BETWEEN THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
OFFICE OF THE ATTORNEY GENERAL

AND

City of Cocoa Police Department

GRANT NO: VOCA-2020-City of Cocoa Police Depa-00553

THIS AGREEMENT is entered into in the City of Tallahassee, Leon County, Florida by and between the State of Florida, Department of Legal Affairs, Office of the Attorney General (OAG), the pass-through agency for the Victims of Crime Act (VOCA), Catalog of Federal Domestic Assistance (CFDA) Number - 16.575, hereafter referred to as "the OAG, " an agency of the state of Florida, with headquarters located at PL-01, The Capitol, Tallahassee, Florida 32399-1050, and the ***City of Cocoa Police Department***, hereafter referred to as "the Provider," and jointly referred to as "the Parties." The parties hereto mutually agree as follows:

ARTICLE 1. ENGAGEMENT OF THE PROVIDER

The OAG engages the Provider to perform services as specified in this Agreement. All services are to be performed solely by the Provider and may not be subcontracted or assigned without prior written consent of the OAG. The consent of the OAG does not vest any rights in the subcontractor or create any obligation on behalf of the OAG to the subcontractor. All subcontract agreements will contain a disclosure to this effect.

This Agreement will be performed in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§ 94.101 through 94.122, the federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws.

ARTICLE 2. SCOPE OF WORK

For the term of this Agreement, the Provider will maintain a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, as specified in the approved Grant Application of the Provider for the Grant Period as approved by the OAG and incorporated herein by reference.

For the Grant Period beginning October 1, 2020 and ending September 30, 2021, the Provider may seek reimbursement of allowable costs for providing victim services through the period of performance coinciding with the Grant Period, as outlined in the Grant Application as approved by the OAG and the U.S. Department of Justice, Office of Justice Programs, incorporated herein by reference, unless otherwise approved by the OAG in writing.

ARTICLE 3. TIME OF PERFORMANCE

This Agreement will become effective on October 1, 2020, or on the date when this Agreement has been signed by all parties, whichever is later, and will end on September 30, 2021. No costs incurred by the Provider prior to, or after, the Grant Period as the period of performance for this Agreement will be reimbursed, and the Provider is solely responsible for any such expenses.

ARTICLE 4. GRANT FUNDS

The Provider will not commingle grant funds (payments and reimbursements made under this Agreement) with other personal or business accounts. The U.S. Department of Justice, DOJ Grants Financial Guide does not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds which are provided to a Provider. The Provider's accounting systems must ensure grant funds are not commingled with funds on either a program-by-program or a project-by-project basis. Grant funds specifically budgeted and received for one project may not be used to support another. Where the Provider's existing accounting system cannot comply with this requirement, the Provider will establish an additional accounting system to provide adequate grant fund accountability for each project.

In accordance with the provisions of section 287.0582, Florida Statutes, if the terms of this Agreement and reimbursement contemplated by this Agreement extend beyond the current fiscal year, the OAG's performance and obligation to reimburse under this Agreement are contingent upon an annual appropriation and spending authority by the Florida Legislature. In addition, the OAG's performance and obligation to reimburse under this Agreement is contingent upon the OAG's Victims of Crime Act award, as funded through the U.S. Department of Justice, Office for Victims of Crime formula grant program.

ARTICLE 5. FINANCIAL CONSEQUENCES

In accordance with section 215.971, Florida Statutes, provisions specifying the financial consequences that apply if the Provider fails to perform the minimum level of service required by this Agreement are set forth in this paragraph. The Provider will be held responsible for maintaining a victim services program that will be available to provide direct services to victims of crime who are identified by the Provider or are presented to the Provider, and meeting the deliverables and the performance standards as outlined in the current year VOCA Grant Application and approved by the OAG, included within the OAG E-Grants Management System, and incorporated herein by reference in the approved application, unless otherwise modified as approved by the OAG in writing. If the Provider does not maintain a victim services program that will be available to provide direct services to victims of crime as outlined in the approved application without an approved justification, the OAG will impose a corrective action plan and/or a reduction of the final payment for the grant period under this Agreement by five percent of the total award amount listed in Article 34. Additionally, failure of Provider to

comply with all provisions of this agreement, including but not limited to compliance with audits, maintenance of documentation, monitoring, and report submissions may result in the withholding of payments until such issues are resolved as determined by the OAG. The provisions in the Article do not limit the OAG's rights under the law with regard to breach of this agreement or specified termination provisions.

ARTICLE 6. REGISTRATION REQUIREMENTS

Prior to execution of this Agreement, the Provider will be registered electronically with the State of Florida at MyFloridaMarketPlace.com. If the parties agree that exigent circumstances exist that would prevent such registration from taking place prior to execution of this Agreement, then the Provider will register within 21 days from execution. The online registration can be completed at: http://dms.myflorida.com/dms/purchasing/myfloridamarketplace

The Provider will comply with the applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by the Federal Office of Management and Budget and the DOJ's Office of Justice Programs), and to acquire and provide a Data Universal Numbering System (DUNS) number. The Provider will comply with applicable restrictions on subcontractors that do not acquire and provide a DUNS number. The details of Provider obligations are posted on the Office of Justice Programs' website at https://www.ojp.gov/funding (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference. This special condition does not apply to the Provider who is an individual and received the grant award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

ARTICLE 7. W-9 REQUIREMENT

The State of Florida Department of Financial Services requires that vendors have a verified Substitute Form W-9 on file to avoid delays in payments. Information on how to register and complete your Substitute Form W-9 can be found at http://flvendor.myfloridacfo.com. The Vendor Management Section can also be reached at (850) 413-5519.

ARTICLE 8. AUTHORIZED EXPENDITURES

Only expenditures during the Grant Period which are detailed in the approved budget of the grant application, a revised budget, or an amended budget approved by the OAG are eligible for reimbursement with grant funds. Any requested modification to the budget must be submitted by the Provider in writing to the OAG and will require prior approval by the OAG. Budget modification approval is at the sole discretion of the OAG. Any grant funds reimbursed under this Agreement must be used in accordance with the rules implementing the provisions of VOCA, 34 U.S.C. § 20103, Crime Control and Law Enforcement, 28 C.F.R. §§94.101 through 94.122, the federal government-wide grant rules as set forth in the 2 C.F.R. § 200, and the U.S. Department of Justice, (DOJ), Office of Justice Programs, DOJ Grants Financial Guide, (Financial Guide), incorporated herein by reference, and any other regulations or guidelines currently or subsequently required by the U.S. Department of Justice and State or Federal laws. Expenditures for the acquisition and maintenance of telephones and equipment will be proportional to the percentage of VOCA grant funded staff who utilize the telephones and equipment, as contemplated by this Agreement.

Grant funds cannot be used as a revenue generating source and crime victims cannot be charged either directly or indirectly for services reimbursed with grant funds. Third party payers such as insurance companies, victim compensation, Medicare or Medicaid may not be billed for services provided by grant funded personnel to clients. Grant funds must be used to provide services to all crime victims, regardless of their financial resources or availability of insurance or third-party reimbursements. Travel expenses will be reimbursed with grant funds only in accordance with section 112.061, Florida Statutes.

Expenditures of state financial assistance must be in compliance with all laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Florida Reference Guide for State Expenditures.

Only allowable costs resulting from obligations incurred during the term of this Agreement are eligible for reimbursement, and any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the OAG. Any funds paid in excess of the amount to which the Provider is entitled under the terms of this Agreement must be refunded to the OAG.

The Provider will reimburse the OAG for all unauthorized expenditures and the Provider will not use grant funds for any expenditures made by the Provider prior to the execution of this Agreement or after the termination date of this Agreement. If the Provider is a unit of local or state government, the Provider must follow the written purchasing procedures of that governmental agency or unit. If the Provider is a non-profit organization, the Provider will obtain a minimum of three written quotes for all single item grant-related purchases equal to or in excess of $2,500 unless it is documented that the vendor is a sole source supplier. The Provider will use the lowest quote for the purchase.

The Provider will not use any federal funds (including grant funds), either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.

The Provider must report suspected fraud, waste and abuse to the OAG's Office of the Inspector General at 850-414-3300.

ARTICLE 9. PROGRAM INCOME

The Provider will provide services to crime victims, at no charge, through the VOCA grant funded project. Upon request, the Provider will provide the OAG with financial records and internal documentation regarding the collection and disposition of program income, including, but not limited to, Victim Compensation, insurance, Medicare, Medicaid, restitution and direct client fees.

ARTICLE 10. METHOD OF PAYMENT

Payment for services performed under this Agreement will be issued in accordance with the provisions of section 215.422, Florida Statutes. The OAG will have 20 days from the receipt of any invoice for the approval and inspection of

goods or services.

All required performance reports must be completed by the Provider and received by the OAG to document the provision of the project deliverables. Processing of reimbursement of a monthly invoice is contingent upon timely OAG receipt of performance reports, subject to approval by the OAG of the level of service provided during the invoiced period, and approval by the OAG of all required performance reports. The Provider will provide all performance reports on a quarterly and annual basis unless otherwise requested by the OAG. The quarterly reports for quarters ending December, March, and June must be submitted by the Provider to the OAG by the 15th day of the month immediately following the end of the quarter.

Except for the monthly invoices for December, March and June, each monthly invoice and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the last day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The monthly invoices for December, March and June and all required supporting documentation, including a Certificate of Availability, must be submitted by the Provider to the OAG by the 15th day of the month immediately following the month for which reimbursement is requested, unless otherwise approved by the OAG in writing. The Provider will maintain appropriate documentation of all costs for which reimbursement is sought on the invoice. The OAG may require any appropriate documentation of expenditures prior to approval of the invoice and may withhold reimbursement if services are not satisfactorily completed or if the documentation is not satisfactory. The final invoice and final performance reports are due to the OAG no later than the last day of the month immediately following the cancellation, expiration, or termination of this Agreement.

If the Provider submits an invoice that does not accurately reflect the costs associated for that month, the correct costs must be submitted on the next monthly invoice or forfeit reimbursement from the grant for those particular costs. The OAG will not accept any corrected invoices that are not received within this timeframe. If complete and correctly documented invoices are not received within these time frames, all right to reimbursement may be forfeited, the OAG may not honor any subsequent requests for payment.

Any reimbursement due or any approval necessary under the terms of this Agreement will be withheld until all evaluation, financial and program reports due from the Provider, and necessary adjustments thereto, have been approved by the OAG. The Provider is required to inform the OAG if they are being investigated by any governmental agency for financial, programmatic, or other issues. If it comes to the attention of the OAG that the Provider is being investigated, all pending requests for reimbursement may not be processed until the matter is resolved to the satisfaction of the OAG.

The Provider will maintain and timely submit such progress, fiscal, inventory, and other reports as the OAG may require pertaining to this grant.

The Provider is required to match the grant award as required in the rules implementing the Federal Victims of Crime Act. Match contributions equal to 20 percent (cash or in-kind) of the total cost of each VOCA project (VOCA grant funds plus match contributions) must be reported monthly to the OAG. All funds designated as match contributions are restricted in the same manner and to be expended for the same uses as the VOCA victim assistance grant funds and

must be expended within the grant period. Unless otherwise approved by the OAG, match contributions must be reported on a monthly basis in an amount consistent with the amount of funding requested for reimbursement.

ARTICLE 11. VENDOR OMBUDSMAN

Pursuant to section 215.422(7), Florida Statutes, the Florida Department of Financial Services has established a Vendor Ombudsman, whose duties and responsibilities are to act as an advocate for vendors who may have problems obtaining timely payments from state agencies. The Vendor Ombudsman may be reached at (850) 413-5516.

ARTICLE 12. LIABILITY AND ACCOUNTABILITY

The Provider, if a non-profit entity, will provide continuous and adequate director, officer, and employee liability insurance coverage against any personal liability or accountability by reason of actions taken while acting within the scope of their authority during the existence of this Agreement and any renewal and extension thereof. Such coverage may be provided by a self-insurance program established and operating under the laws of the state of Florida.

ARTICLE 13. INDEPENDENT CONTRACTOR

The Provider is an independent contractor and not an officer, employee, agent, servant, joint venture, or partner of the state of Florida, except where the Provider is a state Agency. Neither the Provider nor its agents, employees, subcontractors or assignees will represent to others that the Provider has the authority to bind the OAG. This Agreement does not create any right to any state retirement, leave or other benefits applicable to state of Florida personnel as a result of the Provider performing its duties or obligations under this Agreement. The Provider will take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed an independent contractor and will not be considered or permitted to be an officer, employee, agent, servant, joint venturer, or partner of the state of Florida. The OAG will not furnish support services (e.g., office space, office supplies, telephone service, and administrative support) to the Provider, or its subcontractor or assignee, unless specifically agreed to in writing by the OAG.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees will be the sole responsibility of the Provider.

ARTICLE 14. DOCUMENTATION, RECORD RETENTION

The Provider will maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of grant funds.

The Provider will maintain a file for inspection by the OAG or its designee, Chief Financial Officer, Auditor General, or U.S. Department of Justice that contains written invoices for all fees, or other compensation for services and expenses, in detail sufficient for a proper pre-audit and post-audit. This includes the nature of the services performed or

expenses incurred, the identity of any persons who performed the services or incurred the expenses, the daily time and attendance records and the amount of time expended in performing the services (including the day on which the services were performed), and if expenses were incurred, a detailed itemization of such expenses. All documentation, including audit working papers, will be maintained at the office of the Provider for a period of five years from the termination date of this Agreement, or until any audit has been completed and any findings have been resolved, whichever is later.

The Provider will give authorized representatives of the OAG the right to access, receive and examine all records, books, papers, case files, documents, goods and services related to the grant funds. The Provider, by signing this Agreement specifically authorizes the OAG to receive and review any record reasonably related to the purpose of the grant as authorized in the original approved grant application and or the amendments thereto. Failure to provide documentation as requested by the OAG under the provisions of this Agreement will result in either the termination of the agreement or suspension of further reimbursements to the Provider until all requested documentation has been received, reviewed, and the costs are approved for reimbursement by the OAG.

ARTICLE 15. PUBLIC RECORDS

The Provider will keep and maintain public records required by the OAG to perform all services required under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the OAG. If the OAG does not possess the requested records, the OAG will immediately notify the Provider of the request. Upon request by the OAG to inspect or copy public records relating to this Agreement, the Provider will provide the OAG with a copy of the requested records at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Provider must ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Agreement, those records that are exempt or confidential and exempt from public records disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the OAG.

If the Provider fails to provide the public records to the OAG within a reasonable time, it may be subject to penalties under section 119.10, Florida Statutes, as well as unilateral cancellation of this Agreement by the OAG. In the event the Provider's business closes or the Provider is permanently unable to perform under this Agreement, the Provider will electronically transfer, at no cost, all public records to the OAG upon becoming aware of any impending closure or event that renders the Provider unable to perform said services. Upon completion of this Agreement, the Provider will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Agreement, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Provider. If the Provider transfers all public records to the OAG upon completion or termination of the Agreement, the Provider will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, it must meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically

must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG. The OAG may unilaterally terminate this Agreement if the Provider refuses to allow access to all public records made or maintained by the Provider in conjunction with this Agreement, unless the records are exempt from section 24(a) of Art. I, Florida State Constitution, and sections 119.07(1) or 960.15, Florida Statutes.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-414-3634, publicrecordsrequest@myfloridalegal.com, OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

ARTICLE 16. PROPERTY

The Provider will be responsible for the proper care and custody of all property purchased with grant funds and agrees not to sell, transfer, encumber, or otherwise dispose of property acquired with grant funds without the written permission of the OAG. If the Provider is no longer a grant funds recipient, all property acquired by grant funds will be subject to the provisions of the Financial Guide.

ARTICLE 17. AUDITS; COMPLIANCE WITH THE INSPECTOR GENERAL

Pursuant to section 20.055, Florida Statutes, the Provider, and any subcontractor to the Provider understand and will comply with their duty to cooperate with the Inspector General in any investigations, audit inspection or review.

The administration of funds disbursed by the OAG to the Provider may be subject to audits and or monitoring by the OAG, as described in this section.

This part is applicable if the Provider is a non-federal entity, meaning a state, local government, Indian tribe, institution of higher learning, or nonprofit organization that carries out a federal award as a recipient or subrecipient, as defined in Title 2 C.F.R. Part 200, Subpart A.

1. In the event the Provider expends $750,000 or more during the non-federal entity's fiscal year in federal awards, it must have a single or program-specific audit conducted for that year in accordance with the provisions of federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq. Article 34 to this Agreement indicates the amount of federal funds disbursed through the OAG by this Agreement. In determining the federal awards expended in its fiscal year, the Provider will take into account all sources of federal awards, including federal resources received from the OAG. The determination of amounts of federal awards expended should be in accordance with the guidelines established by federal government-wide grant rules as set forth in 2 C.F.R. § 200. An audit of the Provider conducted by the Auditor General in accordance with the 2 C.F.R. § 200.500, will meet the requirements of this part.

2. In connection with the audit requirements addressed in this part, the Provider will fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. § 200.508.

3. In the event the Provider expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with 2 C.F.R. § 200.500, the cost of the audit must be reimbursed from non-federal funds (i.e., the cost of such an audit must be reimbursed from Provider resources obtained from other than federal entities), as mandated in 2 C.F.R. § 200.400.

ARTICLE 18. AUDIT REPORT SUBMISSION

Audit reports must be submitted no later than 150 days following cancellation, termination or expiration of this Agreement.

1. Copies of audit reports for audits conducted in accordance with the 2 C.F.R. § 200.500, and required by this Agreement will be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the Provider directly to the following:

A. Office of the Attorney General
Bureau of Advocacy and Grants Management
PL-01, The Capitol
Tallahassee, Florida 32399-1050

2. Any reports, management letters, or other information required to be submitted to the OAG pursuant to this Agreement will be submitted timely in accordance with federal government-wide grant rules as set forth in 2 C.F.R. § 200, et. seq., as applicable.

3. Providers should indicate the date the financial reporting package was delivered in correspondence accompanying the financial reporting package.

ARTICLE 19. MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. § 200.500, the Provider will comply and cooperate with any monitoring procedures and processes and additional audits deemed appropriate by the OAG, including but not limited to on-site visits. The Provider will also comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the OAG or its designee, Chief Financial Officer, Auditor General or the U.S. Department of Justice.

The Provider may not accept duplicate funding for any cost, position, service or deliverable funded by the OAG. Duplicative funding is defined as more than 100 percent payment from all funding sources for any cost, position, service or deliverable. If there are multiple funding sources and a program is funded by the OAG, the OAG or its designee has the

right to review all documents related to those funding sources to determine whether duplicative funding is an issue. If duplicate funding is found, this Agreement may be suspended, terminated or both while the extent of the overpayment is determined. Failure to comply with state or federal law, and the U.S. Department of Justice Programs, Financial Guide, may also result in the suspension, termination or both of this Agreement while the extent of the overpayment is determined. Absent fraud, in the event that there has been an overpayment to the Provider for any reason, if the amount of the overpayment cannot be determined to a reasonable degree of certainty, as determined in the sole discretion of the OAG, the Provider will reimburse to the OAG one half of the monies previously paid to the Provider for that line item for the grant year in question.

ARTICLE 20. RETURN OF FUNDS

The Provider will return to the OAG any overpayments made to the Provider for unearned income or disallowed items pursuant to the terms and conditions of this Agreement. In the event the Provider or any outside accountant or auditor determines that an overpayment has been made, the Provider will immediately return to the OAG such overpayment without prior notification from the OAG. In the event the OAG discovers that an overpayment has been made, the contract manager, on behalf of the OAG, will notify the Provider and the Provider will forthwith return the funds to the OAG. Should the Provider fail to immediately reimburse the OAG for any overpayment, the Provider will be charged interest at the rate in effect on the date of the overpayment, as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest will accrue from the date of the Provider's initial receipt of funds up to the date of reimbursement of said overpayment funds to the OAG.

ARTICLE 21. PUBLIC ENTITY CRIME

Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on persons convicted of public entity crimes to transact business with the OAG: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she 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 in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Provider certifies that neither it nor any affiliate has been placed on such convicted vendor list and will notify the OAG within five days of its, or any of its affiliate's, placement thereon.

ARTICLE 22. GRATUITIES

The Provider will not offer or give any gift or any form of compensation to any OAG employee. As part of the consideration for this Agreement, the parties intend that this provision will survive this Agreement for a period of two years. In addition to any other remedies available to the OAG, any violation of this provision will result in referral of the

Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

ARTICLE 23. PATENTS, COPYRIGHTS, AND ROYALTIES

The Provider agrees that if any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the discovery or invention will be deemed transferred to and owned by the state of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the state of Florida.

In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider will identify all such materials to the Agency. The Provider does hereby assign to the OAG and its assigns or successors, all rights accruing under or in connection with performance under this Agreement, including the United States Copyright, all other literary rights, all rights to sell, transfer or assign the copyright, and all rights to secure copyrights anywhere in the world.

The Provider will indemnify and hold the OAG and its employees harmless from any claim or liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this Agreement. The Provider will indemnify and hold the OAG and its employees harmless from any claim against the OAG for infringement of patent, trademark, copyright or trade secrets. The OAG will provide prompt written notification of any such claim. During the pendency of any claim of infringement, the Provider may, at its option and expense, procure for the OAG, the right to continue use of, or to replace or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception the compensation paid pursuant to this Agreement includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Agreement.

Subcontracts must specify that all patent rights and copyrights are reserved to the state of Florida.

ARTICLE 24. INDEMNIFICATION AND ASSUMPTION OF LIABLITY

The Provider will be liable for and indemnify, defend, and hold the OAG, and all of its officers, agents, and employees, harmless from all claims, suits, judgments, or damages, including attorney's fees and costs, arising out of any act or omission or neglect by the Provider and its agents, employees and subcontractors during the performance or operation of this Agreement or any subsequent modifications or extensions thereof.

The Provider's evaluation or inability to evaluate its liability will not excuse the Provider's duty to defend and to indemnify the OAG within seven days after notice by the OAG. The Provider will pay all costs and fees including attorney's fees related to these obligations and their enforcement by the OAG. The OAG's failure to notify the Provider of a claim will not release the Provider from these duties. The Provider will not be liable for any claims, suits, judgments,

or damages arising solely from the negligent acts of the OAG.

The Provider will assume all liability associated with providing services under the terms and conditions of this Agreement. This includes, but is not limited to, premises liability and any travel taken by any employee of Provider or any recipient of Provider's services.

NOTE: The indemnification provisions of this Article are not applicable to entities identified in section 768.28(2), Florida Statutes, and do not constitute a waiver of sovereign immunity, or increase the limited waiver of sovereign immunity specified in section 758.28, Florida Statutes.

ARTICLE 25. TERMINATION

This Agreement may be terminated by the OAG for any reason upon five days written notice via certified U.S. mail, hand delivery, or email to the Provider to the physical or email address provided by the Provider in the application.

In the event funds for payment pursuant to this Agreement become unavailable, the OAG may terminate this Agreement upon no less than 24 hours written notice to the Provider. The notice will be sent by a method of email, or by hand delivery with proof of delivery, to the representative of the Provider responsible for administration of the program. The OAG will be the final authority as to the availability and adequacy of funds.

In the event this Agreement is terminated by the OAG, the Provider will deliver documentation of ownership or title, if appropriate for all supplies, equipment and personal property purchased with grant funds to the OAG, within 30 days after termination of this Agreement. Any finished or unfinished documents, data, correspondence, reports and other products prepared by or for the Provider under this Agreement will be made available to and for the exclusive use of the OAG.

Notwithstanding the above, the Provider will not be relieved of liability to the OAG for damages sustained by the OAG by any termination by the OAG of this Agreement by the Provider. In the event this Agreement is terminated by the OAG, the Provider will be reimbursed for satisfactorily performed and documented services provided prior to the effective date of termination.

ARTICLE 26. AMENDMENTS

Modification of any provision of this Agreement must be mutually agreed upon by all parties and requires a written and fully executed amendment to this Agreement, except as provided for budget modifications submitted by the Provider in writing which have been previously approved by the OAG pursuant to the terms of ARTICLE 8, AUTHORIZED EXPENDITURES.

ARTICLE 27. NONDISCRIMINATION

Recipients of federal financial assistance must comply with applicable federal civil rights laws, which may include

the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. §§ 10228(c) and 10221(a)); the Victims of Crime Act of 1984, as amended (34 U.S.C. § 20110(e)); The Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. § 11182(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Exec. Order 13279 (67 Fed. Reg. 241).

Pursuant to applicable federal laws and Chapter 760, Florida Statutes, the Provider will not discriminate against any client or employee in the performance of this Agreement or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex. All contractors, subcontractors, sub-grantees, or others that the Provider engages to provide services or benefits to clients or employees in connection with any of its programs and activities will not discriminate against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

The Provider must have policies and procedures in place for responding to complaints of discrimination that employees and beneficiaries file directly with the Provider. Information provided by the U.S. Department of Justice, Office of Justice Programs, to assist with policy and procedure development is available at http://ojp.gov/about/offices/ocr.htm.

In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, marital status or sex against the Provider, the Provider will forward a copy of the findings to the Office of Justice Programs, Office for Civil Rights (OCR), and the OAG.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Safe Streets Act and Title VI of the Civil Rights Act of 1964, the Provider must take reasonable steps to ensure that LEP persons have meaningful access to its programs and activities. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The Provider is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at http://www.lep.gov.

In accordance with federal civil rights laws, the Provider will not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

All Providers must complete a review of the Office of Justice Programs, Office for Civil Rights training modules and confirm compliance with this requirement to the OAG through self- reporting by December 31, 2020. The training modules are available at http://ojp.gov/about/ocr/assistance.htm.

Pursuant to section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory

vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

The Provider will notify the OAG 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 this Agreement.

The OCR issued an advisory document for federal grant recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs).

ARTICLE 28. NONDISCRIMINATION IN PROGRAMS INVOLVING STUDENTS

The Provider will not use award funding to discriminate against students that are participating in (or benefiting from) programs that are funded by those same federal funds. As an example provided by the Office for Victims of Crime, Office of Justice Programs, the Provider cannot use VOCA funding to treat a Catholic student differently than a non-Catholic student when both are applying for, or receiving benefits from, the VOCA program. This same protection also applies to the students' parents or legal guardians.

ARTICLE 29. ACKNOWLEDGMENTS

All publications, advertising or written descriptions of the sponsorship of the program will state: "This project was supported by Award No.VOCA-2020-City of Cocoa Police Depa-00553 awarded by the Office for Victims of Crime, Office of Justice Programs. Sponsored by (name of Provider) and the state of Florida."

The Provider is required to display a civil rights statement prominently on all publications, websites, posters and informational materials mentioning USDOJ programs in bold print and no smaller than the general text of the document. The full civil rights statement must be used whenever possible. Single page documents that do not have space for the full civil rights statement may contain a condensed version in a print size no smaller than the text used throughout the document. If the civil rights statement is missing on a publication, the statement must be included the next time the publication is revised or reprinted and printed copies of the statement must be attached to the current supply of the publication until the next revision is reprinted.

Full Civil Rights Statement: In accordance with federal law and U.S. Department of Justice policy, this organization is prohibited from discriminating on the basis of race, color, national origin, religion, sex, age, or disability. To file a complaint of discrimination, write the Florida Department of Legal Affairs, Federal Discrimination Complaint Coordinator, PL-01 The Capitol, Tallahassee, Florida, 32399-1050, or call 850-414-3300, or write Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531 or call 202-307-0690 (Voice) or 202-307-2027 (TDD/TYY) or https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint. Individuals who are hearing impaired or have speech disabilities may also contact OCR through the Federal Relay Service at 800-877-8339 (TTY), 877-877-8982 (Speech), or 800-845-6136 (Spanish).

Condensed Civil Rights Statement: The City of Cocoa Police Department is an equal opportunity provider and employer.

The Provider is required to display the OAG's "Civil Rights Fact Sheet" at locations open to the public. The "Civil Rights Fact Sheet" will be made available to the Provider via the OAG E-Grants Management System.

ARTICLE 30. EMPLOYMENT

The employment of unauthorized aliens by the Provider is considered a violation of section 274A(a) of the Immigration and Nationality Act. If the Provider knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement. Any services performed by any such unauthorized aliens will not be paid.

The Provider will utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during this Agreement term. The OAG may request documentation of compliance with this provision at any time during the Agreement term.

ARTICLE 31. NO THIRD-PARTY RIGHTS

This Agreement and the rights and obligations created by it are intended for the sole benefit of the OAG and the Provider. No third party to this Agreement, including the victims served by the Provider, have any rights under this Agreement. No third party may rely upon this Agreement or the rights and representations created by it for any purpose.

ARTICLE 32. ADMINISTRATION OF AGREEMENT

All approvals referenced in this Agreement must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators respectively.

The OAG's contract administrator is Christina F. Harris, Chief, Bureau of Advocacy and Grants Management. The Provider’s contract administrator will be provided at the time of execution.

The parties will provide each other with written notification of any change in its designated representative for this Agreement. Such changes do not require a formal written amendment to this Agreement.

ARTICLE 33. CONTROLLING LAW AND VENUE

This Agreement will be governed by the laws of the state of Florida. All litigation arising under this Agreement will be instituted in the appropriate court of general jurisdiction in Leon County, Florida.

ARTICLE 34. AMOUNT OF FUNDS

The OAG will reimburse the Provider for contractual services and/or availability to provide services for the entire time of performance, as set forth in Article 3 of this Agreement, and completed in accordance with the terms and conditions of this Agreement. The total sum of monies available for reimbursement to the Provider for services provided will not exceed $94,623.00.

"Availability to Provide Services" is defined as maintaining sufficient capacity to assist victims during the Provider's business hours throughout the Agreement term. Provider's business hours should be set during standard business work hours, which are between 8:00 a.m. to 6:00 p.m. Monday through Friday, unless otherwise approved as alternative standard business work hours by the OAG. Employee leave earned under this grant period is reimbursable; however, the Provider must continue to maintain sufficient capacity to assist victims.

"Contractual Services" are defined as those specified services established within the OAG approved budget for which the Provider is to be paid upon completion at the set rate also established within the OAG approved budget, as authorized expenditures eligible for payment, or reimbursement pursuant to ARTICLE 8, AUTHORIZED EXPENDITURES, of this Agreement.

ARTICLE 35. ENTIRE AGREEMENT

This Agreement and the approved 2020-2021 grant application in the E-Grants Management System, embody the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements on this same subject, verbal or written, between the parties.

There are no representations or statements that are relied upon by the parties that are not expressly set forth herein.

The Provider's signature below specifically acknowledges understanding of the fact that the privilege of obtaining a VOCA grant is not something this or any Provider is entitled to receive. This Agreement is for one-time funding only and will not exceed one federal fiscal year. There is absolutely no expectation or guarantee, implied or otherwise, the Provider will receive VOCA funding in the future. The OAG strongly encourages the Provider to secure funding from other sources if the Provider anticipates the program will continue beyond the current grant year.

Each of the parties executing this Agreement have full authority to do so and have received all lawfully necessary

approvals to enter into this Agreement.

IN WITNESS WHEREOF, the OFFICE OF THE ATTORNEY GENERAL and City of Cocoa Police Department, have executed this agreement.

_____	_____
Authorizing Official	OAG Authorizing Official
Matthew Fuhrer, Interim City Manager	
Print Name	Print Name
_____	_____
Date	Date

_____
Authorizing Official*

Rebecca J Bowman, MBA, CGFO, CGFM / Finance Director, City of Cocoa
Print Name

_____
Date

_____
Authorizing Official*

_____
Print Name

_____
Date

59-6000292
FEID# of Provider

_____
Flair Code

* Provided for use if multiple signatures are required by your organization.

Office of the Attorney General

Grant Award Project Summary

Office of the Attorney General Division of Victim Services Bureau of Advocacy and Grants Management PL-01 The Capitol Tallahassee, Florida	**Office of the Attorney General Victims of Crime Act Grant**	**2020-2021**

Subrecipient Name and Address City of Cocoa Police Department 65 Stone Street Cocoa, Florida 32922-7807	OAG Grant Number VOCA-2020-City of Cocoa Police Depa-00553	
Subrecipient DUNS Number 079195608	Project Period: From 10/1/2020 To 9/30/2021	
Subrecipient IRS/Vendor/FEIN Number 596000292	Budget Period: From 10/1/2020 To 9/30/2021	
Project Title OVC FY 18 VOCA Victim Assistance Formula	Award Date 10/01/2020 Federal Indirect Cost Rate or De Minimis Rate	Award is R&D (Y/N) No
Previous Award Amount $0.00	Amount of this Award $94,623.00	Total Award $94,623.00

Special Conditions

The above grant project is approved subject to such conditions or limitations as are set forth in the Office of the Attorney General contract.

Catalog of Domestic Federal Assistance (CFDA Number)

16.575 - Crime Victim Assistance

Summary Description of Project

This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State of Florida. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the Office of the Attorney General to public agencies and/or local, not-for-profit organizations that provide direct services to crime victims.

Federal Award Agency U.S. Department of Justice Office of Justice Programs Office for Victims of Crime	OVC Project Period 2018-2019: From 10/1/2017 to 9/30/2021
OVC Federal Award Number 2018-V2-GX-0018 - Awarded 08-09-2018	OVC Total Award to OAG $210,755,732
OAG Staff Contact Christina Harris, Bureau Chief (850) 414-3380	Bureau Contact contact.voca@myfloridalegal.com (850) 414-3380
Signature, OAG Authorizing Official, Date	Signature, Agency Executive Director, Date

COCOA
FLORIDA

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Police	**DIVISION: Support Services**
POINT OF CONTACT: Michael Cantaloupe	**PROJECT MANAGER: Pat Dovale**
NAME OF GRANT: FY 2021 Victims of Crime Act (VOCA) Grant	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP: 1/06/20**
AMOUNT REQUESTED: $ 126,896.00	**GRANT DUE DATE: 2/14/2020**
PROJECT DESCRIPTION: The two Victim Advocate positions provide services to victims of crime in the City of Cocoa response area. The Advocates respond to emotional and physical needs of the crime victims, assist in stabilizing their lives after the victimization, assist in navigating the criminal justice system, and assist in obtaining all services needed to regain a sense of normalcy for the victim. **The grant will fund two positions fully, and utilize match in the form of Supervisor time, supplies and cell phone usage.**	
COUNCIL REQUIRED: YES	**TARGET DATE TO COUNCIL: 2/12/2020**
MATCH REQUIRED: YES **(IF YES, HOW MUCH :) $ 31,724**	**MATCH BUDGETED: NO, but it will be in FY21**
REIMBURSEMENT GRANT: YES	**SCHEDULE FOR REIMBURSEMENT: Monthly**
Expense Account Number(s) to be used: 001-2100-521.41-00 & 001-2100-521.52-13	
WHAT ARE THE REPORTING REQUIREMENTS? 1. Monthly Progress Reporting 2. Monthly Financial Status Reporting / Reimbursement Requests 3. Quarterly Progress Reporting (Statistics of population served)	
FUTURE REQUIREMENTS TO CONSIDER: Program requires 20% match from a non-federal source. One-year performance period.	
IS THE DEPARTMENT PREPARED TO APPLY: YES	

Please submit a copy of the grant / request for proposal with this form to the Grants Administrator after the Department Director has signed it.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Department Director	1/7/2020 Date
Grants Administrator	1/8/2020 Date
Deputy Finance Director	1/8/20 Date
Finance Director	1/10/20 Date
City Manager	1/10/20 Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

City of Cocoa Budget Adjustment Form FY 2021 - 21-027-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 10/28/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 32,273)	001-0000-331.20-15	GR2001	Victim Advocate Grant	$ 126,896	$ 126,896	$ 94,623	$ 94,623
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 32,273)	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 3,422)	001-2100-521.12-00	GR2001	Law Enforcement/Salaries	$ 3,951,356	$ 0	($ 3,422)	$ 3,814,685
($ 5,919)	001-2100-521.21-00	GR2001	Law Enforcement/FICA	$ 342,003	$ 0	($ 5,919)	$ 327,681
($ 7,257)	001-2100-521.22-00	GR2001	Law Enforcement/Retirement	$ 54,503	$ 0	($ 7,257)	$ 52,791
($ 10,743)	001-2100-521.23-00	GR2001	Law Enforcement/Life/Heath Insurance	$ 100,555	$ 0	($ 10,743)	$ 97,079
($ 132)	001-2100-521.24-00	GR2001	Law Enforcement/Worker's Comp	$ 245,128	$ 0	($ 132)	$ 238,920
($ 4,800)	001-2100-521.27-00	GR2001	Law Enforcement/Benefit Offset	$ 24,000	$ 0	($ 4,800)	$ 22,900
($ 32,273)	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This amendment is necessary because the amount of the VOCA grant was reduced and in order to realize the correct amount of revenue we are adjusting the budget by the correct amount. Agenda 20-753 1 of 2

City COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/28/20	Susan L. Lambert Digitally signed by Susan L. Lambert Date: 2020.10.28 08:23:12 -04'00'	11/3/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.03 13:08:10 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/28/20	Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2020.10.28 16:33:38 -04'00'	11/3/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.03 13:08:56 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2021 - 21-027-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 10/28/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 24,724)	001-2100-521.64-00	GR2101	Machinery and Equipment	$ 352,824	$ 352,824	$ 328,100	$ 328,100
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 24,724)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 24,724	001-2100-521.64-00	CA2101	Machinery and Equipment	$ 352,824	$ 328,100	$ 352,824	$ 352,824
$ 0				$ 0	$ 0	$ 0	$ 327,681
$ 0				$ 0	$ 0	$ 0	$ 52,791
$ 0				$ 0	$ 0	$ 0	$ 97,079
$ 0				$ 0	$ 0	$ 0	$ 238,920
$ 0				$ 0	$ 0	$ 0	$ 22,900
$ 24,724	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This Transfer is necessary because the amount of the VOCA Grant was reduced, and the City Match for the VOCA Vehicle will now be Utilized for Police Patrol Vehicles. The City's Match for VOCA will now be the Supervisors Salary. Agenda 20-753 (2 of 2)

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

10/28/20	Susan L. Lambert Digitally signed by Susan L. Lambert Date: 2020.10.28 08:23:12 -04'00'	11/3/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.03 12:47:19 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/28/20	Michael Cantaloupe Digitally signed by Michael Cantaloupe Date: 2020.10.28 16:33:38 -04'00'	11/3/20	Lora Howell Digitally signed by Lora Howell Date: 2020.11.03 12:48:24 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	20-771	**Version:** 1	**Name:**		
Type:	Contract		**Status:**	Consent Agenda	
File created:	10/28/2020		**In control:**	City Council	
On agenda:	11/10/2020		**Final action:**		

Title: Approve participation in Cooperative Purchase Agreement utilizing Sourcewell Contract #120716-NAF, 060920-NAF and the Florida Sheriffs Association Contract FSA20-VEH18.0 for the purchase of vehicles and equipment through Alan Jay Fleet and Nextran Truck Center.

Authorize the City Manager to sign the New Standard Form for New Piggyback Contract and extension renewals.

Approve Resolution Amending the FY21 Budget BAF# 21-025-T, through the use of General Fund Contingency, for the additional cost to purchase Seven (7) Police Hybrid Patrol vehicles.

Approve A Resolution Amending the FY21 Budget BAF# 21-024-T for the VAC-CON retrofit and Exemption to Competitive Purchase to Southern Sewer of Orlando. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
2100 Cocoa Police-COCOA, CITY OF-K8A_28019-3_Quote.pdf
3510 PW St MIni contractors dump TRK-COCOA, CITY OF-F5G 660A_28020-3_Quote.pdf
NEW VACCON STORM WATER.pdf
Vac-Con Sole Source 3 Locations 10.05.20.pdf
ECP_SOUTHERN SEWER_VACCON_$75000.00_PW-FLEET10-15-20.pdf
3570 PWSW VACCON CC - FSA QUOTE G SERIES.pdf
Cocoa Remount Vac-Con Body Quote (Oct 12 2020).pdf
4010 Water Admin Lab VAN -COCOA, CITY OF-S7E_26924-4_Quote.pdf
4025 Water Crew trk with air compressor -COCOA, CITY OF-W5G 660A_28021-5_Quote.pdf
4025 Water Crew Truck -COCOA, CITY OF-W5G 660A_28171-1_Quote.pdf
4025 Water hydrant service TRK -COCOA, CITY OF-F4G 650A_28022-3_Quote.pdf
4120 Sellers Plant Electrician VAN-COCOA, CITY OF-R1Y 101A 130_27939-3_Quote.pdf
CITY OF COCOA 2021 NEW VEHICLE NEEDS SUMMARY.pdf
1515 Meter Reader COCOA, CITY OF-31111_25159-4_Quote.pdf
FSA_Terms__Conditions.pdf
Standard Form for New Piggyback_Contract No. FSA20-VEH18.01_Heavy Trcuks.pdf
Budget Resolution FY 2021.docx
BAF 21-025-T-PD-PD Vehicle (11-10-20) 20-771.pdf
BAF 21-024-T-PW-3570 Purchase VacCon (11-10-20) 20-771.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2020
Agenda Date: November 10, 2020
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM Public Works Director/City Engineer
Requested Action:
Approve participation in Cooperative Purchase Agreement utilizing Sourcewell Contract #120716-NAF, 060920-NAF and the Florida Sheriffs Association Contract FSA20-VEH18.0 for the purchase of vehicles and equipment through Alan Jay Fleet and Nextran Truck Center.

Authorize the City Manager to sign the New Standard Form for New Piggyback Contract and extension renewals.

Approve Resolution Amending the FY21 Budget BAF# 21-025-T, through the use of General Fund Contingency, for the additional cost to purchase Seven (7) Police Hybrid Patrol vehicles.

Approve A Resolution Amending the FY21 Budget BAF# 21-024-T for the VAC-CON retrofit and Exemption to Competitive Purchase to Southern Sewer of Orlando.

BACKGROUND:

The City of Cocoa's Capital Improvement Program implements a systematic replacement of vehicles and equipment to minimize maintenance costs and downtime. This process also increases safety, reliability, and operational efficiencies.

Through the CIP Budget process for FY-2021, Fifteen vehicles were funded for replacement over five Departments and Divisions and one new vehicle for the Sellers Reclamation Facility.

During the FY-2021 vehicle specification and quotation process, an increase in pricing for vehicles and equipment was needed to convert the seven Ford Hybrid PPV into Patrol Vehicles. The original budget was $45,500 per patrol vehicle for a total budget of $318,500. However, the new quote is $50,524 per vehicle for a total purchase cost of $353,668. This creates a budget deficit of $35,168. Agenda 20-753 (VOCA GRANT) BAF # 21-027-T allows the use of the funds from the VOCA Grant Vehicle, which will not be purchased this year, in the amount of $24,742 be allocated to the patrol cars budget and BAF# 21-025-T included within this Agenda, transfers the remaining balance required to purchase all seven vehicles, through the use of General Fund Contingency, in the amount of $10,426.

The Public Works Stormwater Division's VAC-CON truck chassis has reached the end of its operable life cycle. The 1985 Ford LNT-9000 cab and chassis was refurbished in 2011 and a new 2012 VAC-CON body was installed. Due to the lack of available parts and overall serviceability and cost to repair an obsolete cab and chassis it is determined to no longer be cost effective to continue servicing said vehicle. During the FY-2021 budgeting process, it was estimated that the purchase of a new cab and chassis and transfer of the VAC-CON body would cost $190,000. The actual costs from the vendor were higher than previously quoted for the VAC-CON body transition. Staff recommends transferring funds from the Aurora Street Drainage Project in the amount of $35,550 since this project is now being funded through Transportation Impact Fees.

STRATEGIC PLAN CONNECTION:

None

BUDGETARY IMPACT:

Budgeted Yes

Dept#	CA#	ACCOUNT NUMBER	BUDGET AMOUNT	PURCHASE QUOTE
4025	NON-CIP-72	421-4025-536.64-00	$70,184	**$64,431**
4025	CP-WS-16-V6	421-4025-536.64-00	$70,100	**$58,766**
4025	CP-UT-21-V1	421-4025-536.64-00	$79,248	**$92,181**
			$219,532	**$215,378**
3510	CP-PW-21-V4	001-3510-541.64-00	$70,000	**$51,120**
3570	CP-PW-21-V3	423-3570-538.64-00	$190,000	**$145,544**
	BAF	423-3570-538.63-00	$35,550	**$75,000**
			$225,550	**$220,544**
4120	NEW	421-4120-536.64-00	**$37,280**	**$32,608**
4010	NON-CIP-46	421-4010-536.64-00	**$24,900**	**$24,525**
1515	NON-CIP #7	421-1515-536.64-00	$20,500	**$20,164**
1515	NON-CIP #8	421-1515-536.64-00	$20,500	**$20,164**
1515	NON-CIP #9	421-1515-536.64-00	$20,500	**$20,164**
			$61,500	**$60,492**
2100	CA2101	001-2100-521.64-00	$45,500	**$50,524**
2100	CA2101	001-2100-521.64-00	$45,500	**$50,524**
2100	CA2101	001-2100-521.64-00	$45,500	**$50,524**
2100	CA2101	001-2100-521.64-00	$45,500	**$50,524**
2100	CA2101	001-2100-521.64-00	$45,500	**$50,524**
2100	CA2101	001-2100-521.64-00	$45,500	**$50,524**
2100	CA2101	001-2100-521.64-00	$45,500	**$50,524**
		001-2100-521.64-00	$24,742	**$353,668**
	BAF		$10,426	
			$353,668	

BAF# 21-025-T

Amount ($10,426)
Account Number 001-1600-513.39-00
Account Name Contingency

Amount $10,426
Account Number 001-2100-521.64-00 CA2101
Account Name Machinery and Equipment

BAF#21-024-T

Amount	($35,550)
Account Number	423-3570-538.63-00 SW21DP
Account Name	Infrastructure

Amount	$35,550
Account Number	423-3570-538.64-00 CA2101
Account Name	Machinery and Equipment

PREVIOUS ACTION:

None

RECOMMENDED MOTION:

Approve participation in Cooperative Purchase Agreement utilizing Sourcewell Contract #120716-NAF, 060920-NAF and the Florida Sheriffs Association Contract FSA20-VEH18.0 for the purchase of vehicles and equipment through Alan Jay Fleet and Nextran Truck Center.

Authorize the City Manager to sign the New Standard Form for New Piggyback Contract and extension renewals.

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Approve A Resolution Amending the FY21 Budget BAF# 21-024-T for the VAC-CON retrofit and Exemption to Competitive Purchase to Southern Sewer of Orlando.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

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

Quote **28019-3**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610	WWW.ALANJAY.COM		
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
10/19/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/22/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL K8A — **MSRP** $40,630.00

2021 FORD POLICE INTERCEPTOR UTILITY - AWD - 3.3L V6 HYBRID

CUSTOMER ID — **NJPA PRICE** $35,574.00

BED LENGTH

*** 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 CHARCOAL BLACK CLOTH FRONT & VINYL REAR	$0.00
99W 44B	3.3L V6 Direct-Injection Hybrid System with 10-Speed Automatic Transmission.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
17T	RED/WHITE DOME LAMP IN CARGO AREA	$49.00
51R	DRIVER ONLY LED SPOT LAMP (UNITY)	$390.00
52P	HIDDEN DOOR-LOCK PLUNGER AND REAR DOORS INOPERABLE	$155.00
55F	REMOTE KEYLESS ENTRY (Does Not include PATS, 4-key fobs, key fobs are not fobbed alike when ordered w/Keyed-Alike)	$335.00
76R	REVERSE SENSING SYSTEM	$270.00
BUC	FACTORY BACK UP CAMERA(STD).	$0.00
	FACTORY OPTIONS	**$1,199.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
DTF SUV	Deep tint film on SUV with full side and rear glass coverage.	$290.00
DSS 354443-A	DANA SAFETY SUPPLY, ORLANDO - TO FURNISH AND INSTALL ALL ITEMS PER ATTACHED SALES QUOTE 354443-A	$13,416.00
	CONTRACT OPTIONS	**$13,751.00**

TRADE IN — **TOTAL COST** $50,524.00

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

TOTAL COST LESS TRADE IN(S) **QTY 7** **$353,668.00**

Estimated Annual payments for 60 months paid in advance: $11,315.30 Extended: $79,207.09
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.

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	354443-A
Customer No.	ALANFLEET

Bill To	**Ship To**
ALAN JAY FLEET SALES ANGELA.TIRADO@ALANJAY.COM 33871-9200	DSS ORLANDO INSTALLATION 4832 N. OBT ORLANDO, FL 32810 USA
Contact: **Telephone:** (863)402-4234 **E-mail:**	**Contact:** INSTALL SHOP **Telephone:** **E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/27/20	Ground	PPAY & ADD TO INVOICE	COCOA PATROL EXP	net30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHRISTY SELF	35-8014745811-9

Order Quantity	Approve Quantity	Tax	Item Number / Description		
14	14	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: DROP Vin #: SOUNDOFF LIST PRICE $183.00 EACH 40% OFF $109.80 CONTRACT MOUNTED IN FRONT CORNERS OF HEAD LIGHTS IN CUT OUTS PROVIDED		
7	7	Y	ENFTC002M5 SOI NFORCE TRAFFIC CONTROLLER B/W Warehouse: DROP Vin #: 6 Head Exterior Deck/Grille Mount (WIRE EXIT) |D12||D12||D12||D12||D12||D12| |B_W||B_W||B_W||B_W||B_W||B_W| Mount Kit: PNFTCM02 Accessories: PNFLBSPLT1 Breakout Box (Included)		
14	14	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: ORLAN Vin #:		

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Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHRISTY SELF	35-8014745811-9

Order Quantity	Approve Quantity	Tax	Item Number / Description		
7	7	Y	ENGKTGD001 SOI BLUEPrint "Gold Package" Control System Warehouse: ORLAN Vin #: bluePRINT® Control System - Gold Package contains: - 2 ea ETSS100N Speakers - 2 ea ENGND04101 Remote Nodes - 1 ea ENGCC01243 Central Controller - 1 ea ENGSA07152 Siren 480 series 200w amp - 1 ea ENGCP18002 Control Panel - 2 ea ENGHNK03 Remote Node Harness - 1 ea ENGHNK04 Central control Harness		
7	7	Y	EMPLB009PE-073 SOI MPOWER 6 INCH LED LIGHTBAR B/W B/A Warehouse: DROP Vin #: 55"/139cm 10-16 Volt MPOWER 6 INCH LED LIGHTBAR W/ LIN DSC TECHNOLOGY /D08//D08/|D12||D12||D12||D12||D12||D12||D12|\D08\\D08\ /B_W//B_W/ |B_W||B_W||B_W||B_W||B_W||B_W||B_W| \B_W\\B_W\ |S04| | SILVER | O |S04| |WHT| | CLEAR | O |WHT| \D08\\D08\ |D12||D12||D12||D12||D12||D12||D12| /D08//D08/ \B_W\\B_W\\|B_A||B_A||B_A||B_A||B_A||B_A||B_A|/B_W//B_W/ Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK01) Hook - PNFLBF32		

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/27/20	Ground	PPAY & ADD TO INVOICE	COCOA PATROL EXP	net30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHRISTY SELF	35-8014745811-9

Order Quantity	Approve Quantity	Tax	Item Number / Description
14	14	Y	ENL160J SOI 60" NLINE RUNNING LIGHT RED/BLUE Warehouse: DROP Vin #: BLUE AND RED 60" ENLINES SOUNDOFF LIST $625.00 EACH 40% OFF $375.00 EACH
7	7	Y	7170-0734-02 GJ VS CONSOLE PKG 2020+ FORD PIUT Warehouse: DROP Vin #: PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, PRINTER ARMREST, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 1- 1- ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION **********
7	7	Y	7160-0220 GJ MONGOOSE 9 LOCKING SLIDE ARM W/TILT SWIVEL Warehouse: DROP Vin #: MOUNTS TO POST OR TO FLAT SURFACE(DASH, DOGHOUSE, OR CONSOLE) ********** *** GAMBER JOHNSON LIST PRICE $354.00 30% OFF $254.88

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4809 KOGER BLVD
GREENSBORO, NC 27407

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08/27/20	Ground	PPAY & ADD TO INVOICE	COCOA PATROL EXP	net30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHRISTY SELF	35-8014745811-9

Order Quantity	Approve Quantity	Tax	Item Number / Description		
7	7	Y	PK0602ITU20SCA SMC #10VS C RP UNCOATED PARTITION 2020 EXP Warehouse: DROP Vin #:		
7	7	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020 EXPL Warehouse: DROP Vin #:		
7	7	Y	QK0566ITU20 SMC OEM REPLACMENT PRISONER SEAT W/ 12 VS CARO Warehouse: DROP Vin #: 2020 PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12VS POLY Cargo Partition **********		
7	7	Y	WK0040ITU20 SMC 3 PC HORIZ REAR CARGO WINDOW BARRIERS 2020 Warehouse: DROP Vin #:		
7	7	Y	7160-0432 Gamber Johnson Face Face Plate Warehouse: DROP Vin #: INCLUDED IN CONSOLE		
7	7	Y	7160-0826 GAMBE Adjustable Mic Clip Warehouse: DROP Vin #: INCLUDED IN CONSOLE		

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08/27/20	Ground	PPAY & ADD TO INVOICE	COCOA PATROL EXP	net30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHRISTY SELF	35-8014745811-9

Order Quantity	Approve Quantity	Tax	Item Number / Description
14	14	Y	ENFDGS3BW SOI DUAL NFORCE DECK/GRILL 12 LED LT BLUE/WHITE Warehouse: DROP Vin #: SOUNDOFF LIST PRICE $421.00 40% OFF CONTRACT $261.02 MOUNTED IN REAR CARGO WINDOWS ON EACH SIDE.
14	14	Y	EMPS2STS4E SOI MPOWER FASCIA 4"12-LED STUD MNT BLUE/WHITE Warehouse: DROP Vin #: SOUNDOFF LIST PRICE $183.00 40% OFF CONTRACT $109.80 MOUNTED UNDER TRIM PANEL ON EACH SIDE OF LICENSE PLATE AT REAR.
14	14	Y	PMP2BKDGAJ SOI 4" mPOWER 90 DEGREE MOUNTING BRACKET, BLACK Warehouse: DROP Vin #: SOUNDOFF LIST PRICE $12.00 40% OFF CONTRACT $7.20
14	14	Y	EMPS1STS1B SOI MPOWER FASCIA 3" 4-LED STUD MNT BLUE Warehouse: DROP Vin #: SOUNDOFF LIST PRICE $175.00 40% OFF CONTRACT
7	7	Y	ENGLNK001 SOI BLUEPRINT LINK FOR 2020 EXPLORER Warehouse: DROP Vin #: SOUNDOFF LIST PRICE $492.00 40% OFF CONTRACT $295.20

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4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

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Customer No.	ALANFLEET

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
08/27/20	Ground	PPAY & ADD TO INVOICE	COCOA PATROL EXP	net30

Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHRISTY SELF	35-8014745811-9

Order Quantity	Approve Quantity	Tax	Item Number / Description		
7	7	Y	ENFWB001TZ SOI lightbar B/A REAR BAR 2020 EXPLORER Warehouse: DROP Vin #:		
7	7	Y	C-TTP-INUT-1201 HAV 2020 PIUT FOLD-UP CARGO PLATE FOR EQUIPMENT Warehouse: ORLAN Vin #: Ford 2020 Police Interceptor Utility Raised Fold-Up Cargo Plate for Equipment Mounting Underneath OPTIONAL TRAY- C-TTP-INUT-4 SEPARATELY. HAVIS LIST PRICE $844.60		
7	7	Y	C-TTP-INUT-4 HAV 2020 Ford Police Interceptor Utility Premium Fold- Warehouse: ORLAN Vin #: 2020 Ford Police Interceptor Utility Premium Fold-Up Equipment Tray HAVIS LIST PRICE $302.41		
28	28	Y	ELUC3H025E SOI Universal UnderCover Screw-In LED Insert Single Li Warehouse: ORLAN Vin #: Single Light Kit BLUE/WHITE MOUNTED IN HEAD LIGHTS AND REVERSE LIGHT POCKETS. USE ADAPTER TO CLIP IN.		

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Sales Quote

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
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Entered By	Salesperson	Ordered By	Resale Number
JEFF BOEBINGER	JEFF BOEBINGER-Orlando	CHRISTY SELF	35-8014745811-9

Order Quantity	Approve Quantity	Tax	Item Number / Description
28	28	Y	PLUCTCL1 SOI REPLACEMENT COLLAR KIT FOR TWIST-IN UNDERCO Warehouse: ORLAN Vin #:
7	7	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: ORLAN Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********
7	7	N	INSTALL DSS INSTALLATION OF EQUIPMENT BLUE PRINT SOI Warehouse: ORLAN Vin #: LABOR ESTABLISHED AT INTERNAL ALAN JAY RATE.

PER CITY OF COCOA PD SPEC FOR 2020-2021 PATROL EXPLORER.

ALL PIECES FOR 2021 FORS EXPLORER PIU

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	10/21/20
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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD — MSRP:$40,630.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection Hybrid System

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD	$40,630.00
	OPTIONS	
153	Front License Plate Bracket	$0.00
17T	Switchable Red/White Lighting in Cargo Area	$50.00
44B	Transmission: 10-Speed Automatic	$0.00
500A	Order Code 500A	$0.00
51R	Driver Only LED Spot Lamp (Unity)	$395.00
52P	Hidden Door-Lock Plunger	$160.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	$340.00
76R	Reverse Sensing System	$275.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	$0.00
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	$0.00
UM	Agate Black	$0.00
___	3.73 Axle Ratio	$0.00
	SUBTOTAL	**$41,850.00**
	Adjustments Total	$0.00
	Destination Charge	$1,245.00
	TOTAL PRICE	**$43,095.00**

FUEL ECONOMY

Est City:N/A

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12159. Data Updated: Oct 21, 2020 11:42:00 PM PDT.

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 12159. Data Updated: Oct 21, 2020 11:42:00 PM PDT.

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
	Transmission: 10-Speed Automatic (STD)
	3.73 Axle Ratio (STD)
	50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
	Transmission w/Oil Cooler
	Automatic Full-Time All-Wheel
	Engine Oil Cooler
	80-Amp/Hr 800CCA Maintenance-Free Battery
	Hybrid Electric Motor 220 Amp Alternator
	Class III Towing Equipment -inc: Hitch
	Trailer Wiring Harness
	Police/Fire
	1670# Maximum Payload
	GVWR: 6,840 lbs (3,103 kgs)
	Gas-Pressurized Shock Absorbers
	Front And Rear Anti-Roll Bars
	Electric Power-Assist Steering
	19 Gal. Fuel Tank
	Dual Stainless Steel Exhaust
	Permanent Locking Hubs
	Strut Front Suspension w/Coil Springs
	Multi-Link Rear Suspension w/Coil Springs
	Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Lithium Ion Traction Battery
Exterior	
	Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
	Tires: 255/60R18 AS BSW
	Steel Spare Wheel

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Data Version: 12159. Data Updated: Oct 21, 2020 11:42:00 PM PDT.

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Exterior	
	Spare Tire Mounted Inside Under Cargo
	Clearcoat Paint
	Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
	Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Bodyside Cladding and Black Wheel Well Trim
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Side Mirrors w/Convex Spotter and Manual Folding
	Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
	Deep Tinted Glass
	Speed Sensitive Variable Intermittent Wipers
	Galvanized Steel/Aluminum Panels
	Lip Spoiler
	Black Grille
	Liftgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Fully Automatic Projector Beam Led Low/High Beam Headlamps
	LED Brakelights
Entertainment	
	Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
	Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
	Integrated Roof Antenna
	1 LCD Monitor In The Front
Interior	
	8-Way Driver Seat
	Passenger Seat
	35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
	Manual Tilt/Telescoping Steering Column

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Data Version: 12159. Data Updated: Oct 21, 2020 11:42:00 PM PDT.

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior	
	Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
	Power Rear Windows and Fixed 3rd Row Windows
	Ford Fleet Telematics Selective Service Internet Access
	Remote Releases -Inc: Power Cargo Access
	Cruise Control w/Steering Wheel Controls
	Dual Zone Front Automatic Air Conditioning
	HVAC -inc: Underseat Ducts
	Locking Glove Box
	Driver Foot Rest
	Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
	Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front And Rear Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Carpet Floor Trim
	Cargo Features -inc: Cargo Tray/Organizer
	Cargo Space Lights
	Dashboard Storage, Driver And Passenger Door Bins
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Systems Monitor
	Redundant Digital Speedometer

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Data Version: 12159. Data Updated: Oct 21, 2020 11:42:00 PM PDT.

ALAN JAY FLEET
CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2021 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior	
	Trip Computer
	Analog Display
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Passenger Knee Airbag
	Rear Child Safety Locks
	Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
	Back-Up Camera w/Washer
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 100,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Hybrid/Electric Components Years: 8 Hybrid/Electric Components Miles/km: 100,000 Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 12159. Data Updated: Oct 21, 2020 11:42:00 PM PDT.

ALAN JAY FLEET SALES

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

Quote **28020-3**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
10/19/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/28/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL F5G 660A — **MSRP** $41,070.00

2021 FORD F-550 REGULAR CAB CHASSIS DRW 2WD XL 84"CA 169" WB

CUSTOMER ID Contractor Dump — **NJPA PRICE** $32,891.00

BED LENGTH

*** 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
99N 44G	7.3L 2V DEVCT NA PFI V8 Gas Engine with TorqShift 10-Speed Automatic Transmission.	$0.00
62R	PTO PROVISION	$275.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
	FACTORY OPTIONS	**$685.00**

CONTRACT OPTIONS	DESCRIPTION	
PTC DU1113	11' Godwin 13'' fixed side E/H dump body with ground control tarp including arm bars, 6'' cheater boards, and rear gate. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	$12,275.00
PTC PTO	UPGRADE DUMP FROM ELECTRIC OVER HYDRAULIC HOIST TO PTO DRIVEN	$3,480.00
PTC FOLD DOWN SIDES	UPGRADE FIXED BODY SIDES TO FOLD DOWN SIDES	$869.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$195.00
PTC CLV-FB	Class V trailer hitch for flat beds 20K rating 2'' recevier tube.	$585.00
PTC 7/4WIRE	7 way flat camper trailer wiring	$140.00
	CONTRACT OPTIONS	**$17,544.00**

TRADE IN

TOTAL COST **$51,120.00**

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

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$51,120.00**

Estimated Annual payments for 60 months paid in advance: $11,448.78
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.

Fleet Maintenance
301 Shearer Blvd. I Cocoa, FL 32922
Phone: (321) 433-8766 I Fax: (321) 433-8768

New / Replacement vehicle purchase for FY-2021 – Public Works 3570 Storm Water

Current; Cab and Chassis / VACCON Body

- #91 1995 Ford LNT9000 with VACCON V311SHA

New vehicle – 2021 Mack GR64F – 52,000 lbs. Cab and Chassis

- Base Truck G SERIES MACK
- Engine MP8 455HP
- Transmission – Allison 4500RDS
- GVW 66,000
- Rear Axle combined W-52,000
- Double Frame – needed for VACCON Body
  - **$145,558.50**

VACCON – Sewer / Storm Water jet-rod vaccum cleaning system
Move 2011 V311SHA VACCON Body Serial #09115994 from 1995 Ford LNT9000 C&C to new 2021 Mack GR64F C&C

- **$75,000**

Total estimated cost **$220,558.50**

FY-2021 Budget **$190,000.00**
Additional Funds Needed - $30,558.50, with a $5,000 Upfit Contingency

Total projected cost - $225,558

Note a new VACCON V311 unit configured the same as current VACCON on a MACK G Series C&C $608,900

Cc, Dean Kozlak, Fleet Supervisor

October 05, 2020

To Whom It May Concern,

This letter will confirm that Southern Sewer Equipment Sales, located at…

3409 Industrial 27th Street
Fort Pierce, FL 34946

10575 General Drive
Orlando, FL 32824

8200 NW 58th Street
Doral, FL 33166

…is the sole authorized Vac-Con dealer for *municipal market* sales, parts, and service in the state of Florida for *combination and jetting units*. (*Excluding hydro-excavation equipment and the Florida Panhandle)*

Regarding warranties, parts warranties are only available on OEM parts purchased through an authorized Vac-Con, Inc. dealer. Warranties are non-transferable, and Vac-Con is not liable if someone has made any repairs to the unit other than Va-Con, it's dealers, or employees.

If you have any further questions, please do not hesitate to contact us.

Thank you,

Todd Masley
President, Vac-Con, Inc.

969 Hall Park Road,
Green Cove Springs, FL 32043
Tel: 904.284.4200 ● Fax: 904.284.3305
www.vac-con.com

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The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8903555&GUID=4B83A894-E729-4EC5-A069-9064DD97376E* is a secure document that has been embedded in this document. Double click the pushpin to view.



BUYER'S ORDER

NEXTRAN™ TRUCK CENTER

Sold to: **CITY OF COCOA**
301 SHEARER BLVD
COCOA FL, 32922

Invoice Number:
Date: October 8, 2020
PO #:
Salesman: Rich Sgueglia

Make	Year	Model	Type	VIN NUMBER	Amount
MACK	2021	GR64F	NEW	ORDER OUT	$ 145,544.00

Total Selling Price: $ 145,544.00

IN ACCORDANCE WITH FLORIDA SHERIFFS STATE BID NO. FSA20-VEH18.0
Item: 76 , MACK G SERIES CAB AND CHASSIS TRUCKS: 52,000 LB GVWR CAB & CHASSIS 4X6

FSA TRUCK SPECIFICATION

ORDER CODE	OPTION	PRICE
BASE TRUCK	G SERIES	$ 111,995.00
1001823	MP8 455 HP	$ 2,808.00
1364540	ALLISON 4500RDS	$ 14,850.00
20F46R	66,000 lbs GVW	$ 5,778.00
2681030	52,000lb REAR AXLE	$ 7,266.00
2540401	DIFF LOCK	$ 911.00
LINER-F2	DOUBLE FRAME	$ 1,936.00
		$ -
		$ -
		$ -
		$ -
TOTAL	**PRICE**	**$ 145,544.00**

Sub Total:	$	145,544.00
Insta Tag Fee:	$	-
Disposal Fee:	$	14.50
Tire Tax Credit	$	-
Sub Total:	**$**	**145,558.50**
P.O. AMOUNT DUE:	**$**	**145,558.50**
P.O. #		

Salesman Signature

Customer Signature

MV Registration#: MV12152

Our Service Manager is Joe Ponder
Our Parts Manager is Matt Lenhart
Our Sales Manager is Barry Sessions
Feel free to call if you need any assistance!

2200 W. Landstreet Rd., Orlando, FL 32809
Phone: 800-800-6225 Fax: 407-398-0297

Southern Sewer Equipment Sales

800-782-4134 • 772-595-6940 • FAX 772-595-9171

www.southernsewer.com "A Certified MBE Woman Owned Business"

Mr. Tony Jones
City of Cocoa
Fleet Services Division
301 Shearer Blvd.
Cocoa, FL 32922
Via email: tjones@cocoafl.org

October 12, 2020

Dear Mr. Jones,

Southern Sewer Equipment Sales is pleased to offer the City of Cocoa a proposal for removing the City's 2011 Vac-Con sewer cleaner body and remounting onto a new chassis provided by the City. Please provide the chassis specifications for review before ordering the chassis.

Price to remove 2011 Vac-Con body serial #09115994 from the current chassis and install on a new suitable Mack chassis provided by the City……$75,000.00

The City may consider the following additional options:

Install a new Debris Tank, install a new Main Frame, install a rebuilt 3 Stage Centrifugal Compressor, install a rebuilt Giant Water Pump……..$112,069.00

The City will be responsible for transporting the unit to and from Vac-Con in Green Cove Springs, FL.

Southern Sewer Equipment Sales appreciates the opportunity to offer the City of Cocoa a proposal for this unit. Please feel free to call Joey Westberry at (772) 834-8201, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Office Manager

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

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

Quote **26924-4**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
8/18/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/19/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL S7E — **MSRP** $25,655.00

2021 FORD TRANSIT CONNECT CARGO XL 120.6"-LWB WITH REAR SYM DOORS

CUSTOMER ID

NJPA PRICE $23,091.00

BED LENGTH XL

*** 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 INTERIOR	$0.00
992 448	2.0L I4 ENGINE WITH 8-SPEED AUTOMATIC TRANSMISSION.	$0.00
59G	2ND ROW FIXED GLASS ON PASS SIDE CARGO DOOR ONLY	$30.00
60L	LARGE EXTERIOR MIRROR HOUSING	$190.00
76R	REVERSE SENSING SYSTEM	$290.00
87R	2 ADDITIONAL KEY FOBS (FACTORY ORDERED)	$64.00
	FACTORY OPTIONS	**$574.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	$200.00
40670	Ford Transit Connect Partition only with perforated top (door not available on compact cargo)	$615.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
	CONTRACT OPTIONS	**$860.00**

TRADE IN

TOTAL COST **$24,525.00**

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

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$24,525.00**

Estimated Annual payments for 60 months paid in advance: $5,492.59
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.

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Quote **28021-5**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
10/19/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/23/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL W5G 660A — **MSRP** $44,215.00

2021 FORD F-550 CREW CAB CHASSIS DRW 2WD XL 84"CA 203" WB

CUSTOMER ID WATER FIELD OPERATIONS — **NJPA PRICE** $35,766.00

BED LENGTH

*** 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
99N 44G	7.3L 2V DEVCT NA PFI V8 Gas Engine with TorqShift 10-Speed Automatic Transmission.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
59H	CENTER HIGH MOUNT STOP LAMP (CHSML)	$0.00
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	$1,070.00
	FACTORY OPTIONS	**$1,480.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$195.00
APF CMG13394VVSS	AUTOPORT FLORIDA TO FURNISH AND INSTALL 11FT UTILITY BODY WITH 60" FRONT COMPARTMENTS, CLV HITCH WITH 7 WAY WIRING, TOMMY GATE 49X72, G2-54-1642TP42+7, HEADACHE RACK AND FOUR CORNER STROBES.	$21,280.00
APF VANAIR	AUTOPORT FLORIDA TO FURNISH AND INSTALL VANAIR CONTRACTOR COMPRESSOR W/ GENERATOR, MODEL 050711	$5,665.00
	CONTRACT OPTIONS	**$27,185.00**

TRADE IN — **TOTAL COST** **$64,431.00**

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

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$64,431.00**

Estimated Annual payments for 60 months paid in advance: $14,429.89
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.

Quote **28171-1**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
10/23/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/23/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL W5G 660A — **MSRP** $44,215.00

2021 FORD F-550 CREW CAB CHASSIS DRW 2WD XL 84"CA 203" WB

CUSTOMER ID WATER FIELD OPERATIONS- No Compressor — **NJPA PRICE** $35,766.00

BED LENGTH

*** 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
99N 44G	7.3L 2V DEVCT NA PFI V8 Gas Engine with TorqShift 10-Speed Automatic Transmission.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
59H	CENTER HIGH MOUNT STOP LAMP (CHSML)	$0.00
90L	Power Equipment Group -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Trailer Tow Mirrors w/Power Heated Glass, manual folding, manually telescoping and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	$1,070.00
	FACTORY OPTIONS	**$1,480.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$195.00
APF CMG13394VVSS	AUTOPORT FLORIDA TO FURNISH AND INSTALL 11FT UTILITY BODY WITH 60" FRONT COMPARTMENTS, CLV HITCH WITH 7 WAY WIRING, TOMMY GATE 49X72, G2-54-1642TP42+7, HEADACHE RACK AND FOUR CORNER STROBES.	$21,280.00
	CONTRACT OPTIONS	**$21,520.00**

TRADE IN

TOTAL COST **$58,766.00**

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

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$58,766.00**

Estimated Annual payments for 60 months paid in advance: $13,161.17
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

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

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Quote **28022-3**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
10/19/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/22/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL F4G 650A — **MSRP** $39,975.00

2021 FORD F-450 REGULAR CAB CHASSIS DRW 2WD XL 84"CA 169" WB

CUSTOMER ID Crane Truck - Water Field Operations — **NJPA PRICE** $31,890.00

BED LENGTH

*** 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
99N 44G	7.3L 2V DEVCT NA PFI V8 Gas Engine with TorqShift 10-Speed Automatic Transmission.	$0.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRRIOR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	$410.00
59H	CENTER HIGH MOUNT STOP LAMP (CHSML)	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
	FACTORY OPTIONS	**$410.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	$195.00
APF CMCB 5K	AUTOPORT FLORIDA TO FURNISH AND INSTALL 11FT. CRANE BODY WITH OUTRIGGERS, AUTOCRANE -MODEL EHC-5 CRANE, CLV HITCH WITH 7 WAY WIRING, HEADACH RACK, AND 2LED'S INSTALLED IN FRONT GRILL AND 2 AT REAR OF BODY CORNERS.	$53,976.00
APF VANAIR	AUTOPORT FLORIDA TO FURNISH AND INSTALL VANAIR CONTRACTOR COMPRESSOR W/ GENERATOR, MODEL 050711	$5,665.00
	CONTRACT OPTIONS	**$59,881.00**

TRADE IN

TOTAL COST **$92,181.00**

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

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$92,181.00**

Estimated Annual payments for 60 months paid in advance: $20,644.75
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

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

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Quote **27939-3**

PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	
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
10/14/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/19/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL R1Y 101A 130 **MSRP** $35,460.00

2021 FORD TRANSIT T-250 CARGO VAN LOW ROOF 130"WB WITH 9070 GVWR - RWD -

CUSTOMER ID

NJPA PRICE $25,084.00

BED LENGTH

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

FACTORY OPTIONS	DESCRIPTION	
YZ VK	EXTERIOR COLOR OXFORD WHITE WITH PEWTER VINYL INTERIOR.	$0.00
998 44U	3.5L PFDI V6 WITH 10-SPEED TRANSMISSION.	$0.00
153	FRONT LICENSE PLATE BRACKET	$0.00
17B	FIXED SIDE AND REAR PASSENGER DOOR GLASS	$245.00
86F	2 ADD'L KEYS with FOBS	$70.00
53B	Heavy-Duty Trailer Tow Package	$484.00
	FACTORY OPTIONS	**$799.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
44TRL	GENERAL SERVICE 46'' H SHELVES - TRANSIT 130'' WB LOW ROOF 40640 Partition - Perforated - Transit & NV Low Roof, GM, Metris x 1, 406TL Partition Wing Kit - Transit Low Roof x 1, 48420 Shelf Unit - 42'' W x 46'' H x 14'' D x 3, 40070 Drawer Cabinet - 2 Drawers x 1, 40080 Drawer Cabinet - 3 Drawers x 1, 40010 Shelf Door Kit 42'' W x 2, 40060 Hook 3 Prong ''J'' x 2, 40030 Shelf Dividers 6'' Tall (Set of 6) x 1	$3,320.00
4092L + 409TD + 40963	Ford Transit Low Roof - Dual Drop Down Mechanism	$2,290.00
W TION-2	(2) Whelen ION ''T'' series ultra thin light heads surface mounted. (AMBER)	$390.00
W TION-2-TAG	(2) Whelen ION ''T'' series ultra thin light heads mounted with tag bracket (AMBER)	$420.00
DTF G VAN	Deep tint film on cargo van with side and rear door glass.	$260.00
	CONTRACT OPTIONS	**$6,725.00**

TRADE IN

TOTAL COST **$32,608.00**

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

TOTAL COST LESS TRADE IN(S) **QTY** **1** **$32,608.00**

Estimated Annual payments for 60 months paid in advance: $7,302.85
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

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

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CITY OF COCOA FLEET FY-2021 NEW VEHICLE REPLACEMENTS

Dept#	CA#	YEAR MAKE MODEL	ACCOUNT NUMBER	BUDGET AMOUNT	PURCHASE QUOTE
4025	NON-CIP-72	2020 / 2021 FORD F550 - WATER CREW TRUCK With -AIR COMP	421-4025-536.6400	$70,184	**$64,431**
4025	CP-WS-16-V6	2020 / 2021 FORD F550 - WATER CREW TRUCK	421-4025-536.6400	$70,100	**$58,766**
4025	CP-UT-21-V1	2020 / 2021 FORD 450 WATER HYDRANT UTILITY TRK W-CRANE	421-4025-536.6400	$79,248	**$92,181**
				$219,532	**$215,378**
3510	CP-PW-21-V4	2020 / 2021 FORD F550 - MINI DUMP	001-3510-541.6400	$70,000	**$51,120**
3570	CP-PW-21-V3	2021 MACK G-SERIES CAB AND CHASSE	423-3570538.6400	$190,000	**$145,544**
		MOVE 2012 VACCON UNIT FROM OLD C&C INSTALL ON NEW MACK	423-3570538.6400		**$75,000**
		MOVE FUNDS FROM STORM WATER RESERVES	$30,544		**$220,544**
4120	NEW	2020 / 2021 FORD T250 POWER WINDOWS LOCKS	421-4120-536.6400	$37,280	**$32,608**
4010	NON-CIP-46	2020 / 2021 FORD TRANSIT CONNECT VAN	421-4010-536.6400	$24,900	**$24,525**
1515	NON-CIP #7	2020 / 2021 NISSAN FRONTIER -	421-1515-536.6400	$20,500	**$20,164**
1515	NON-CIP #8	2020 / 2021 NISSAN FRONTIER -	421-1515-536.6400	$20,500	**$20,164**
1515	NON-CIP #9	2020 / 2021 NISSAN FRONTIER -	421-1515-536.6400	$20,500	**$20,164**
				$61,500	**$60,492**
2100	CA2101	2020 / 2021 FORD UTILITY HYBRID PPV	001-2100-521.6400	$45,500	**$50,524**
2100	CA2101	2020 / 2021 FORD UTILITY HYBRID PPV	001-2100-521.6400	$45,500	**$50,524**
2100	CA2101	2020 / 2021 FORD UTILITY HYBRID PPV	001-2100-521.6400	$45,500	**$50,524**
2100	CA2101	2020 / 2021 FORD UTILITY HYBRID PPV	001-2100-521.6400	$45,500	**$50,524**
2100	CA2101	2020 / 2021 FORD UTILITY HYBRID PPV	001-2100-521.6400	$45,500	**$50,524**
2100	CA2101	2020 / 2021 FORD UTILITY HYBRID PPV	001-2100-521.6400	$45,500	**$50,524**
2100	CA2101	2020 / 2021 FORD UTILITY HYBRID PPV	001-2100-521.6400	$45,500	**$50,524**
				$318,500	**$353,668**

FUNDS FROM THE GR2001 VOCA WOULD BE USED TO OFFSET THE OVERAGE	$24,742
FUNDS FROM GENERAL FUND BALANCE WOULD BE USED	$10,426
	$353,668

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PHONE (800) ALANJAY (252-6529)		DIRECT 863-385-9610		WWW.ALANJAY.COM	Quote 25159-4
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
3/10/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/14/2020

REQUESTING AGENCY **COCOA, CITY OF**
CONTACT PERSON **TONY JONES** EMAIL TJONES@COCOAFL.ORG
PHONE **321-433-8766** MOBILE **321-355-8926** FAX **321-433-8768**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL 31111 **MSRP** $27,090.00

2021 NISSAN FRONTIER KING CAB S 2WD 6' BED

CUSTOMER ID **NJPA PRICE** $19,679.00

BED LENGTH	6'

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

FACTORY OPTIONS	DESCRIPTION	
QAK W	EXTERIOR COLOR GLACIER WHITE W/ STEEL CLOTH INTERIOR	$0.00
3.8L	Engine: 3.8L DI DOHC 24-Valve V6, Transmission: 9-Speed Automatic w/Oil Cooler	$0.00
CAMERA	BACK UP CAMERA (STD)	$0.00
	FACTORY OPTIONS	**$0.00**

CONTRACT OPTIONS	DESCRIPTION	
TEMP-TAG	Temporary tag	$45.00
DTF 4 TRK	DEEP TINT FILM 4 DOORS AND BACK GLASS EXT/CREW CAB TRUCK	$255.00
3KR	Additional key and remote, cut and programmed	$215.00
EWD	EXTENDED WARRANTY DECLINED.	$0.00
	CONTRACT OPTIONS	**$515.00**

TRADE IN

TOTAL COST **$20,194.00**

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

TOTAL COST LESS TRADE IN(S) **QTY** **3** **$60,582.00**

Estimated Annual payments for 60 months paid in advance: $4,522.63 Extended: $13,567.88
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

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

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Nissan Frontier (31110) King Cab 4x2 S Auto (Complete)

Window Sticker

SUMMARY

[Fleet] 2020 Nissan Frontier (31110) King Cab 4x2 S Auto — MSRP:$26,790.00

Interior:Steel, Cloth Seat Trim

Exterior 1:Glacier White

Exterior 2:No color has been selected.

OPTIONS

CODE	MODEL	MSRP
31110	[Fleet] 2020 Nissan Frontier (31110) King Cab 4x2 S Auto	$26,790.00
	OPTIONS	
QAK	Glacier White	$0.00
W	Steel, Cloth Seat Trim	$0.00
	SUBTOTAL	**$26,790.00**
	Adjustments Total	$0.00
	Destination Charge	$1,095.00
	TOTAL PRICE	**$27,885.00**

FUEL ECONOMY

Est City:18 MPG

Est Highway:24 MPG

Est Highway Cruising Range:506.40 mi

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 12090. Data Updated: Oct 14, 2020 12:07:00 AM PDT.

Vehicle: [Fleet] 2020 Nissan Frontier (31110) King Cab 4x2 S Auto (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 3.8L DI DOHC 24-Valve V6
	Transmission w/Oil Cooler
	Transmission: 9-Speed Automatic
	Rear-Wheel Drive
	TBD Axle Ratio
	Battery w/Run Down Protection
	185 Amp Alternator
	1460# Maximum Payload
	GVWR: TBD
	Gas-Pressurized Shock Absorbers
	Front Anti-Roll Bar
	Hydraulic Power-Assist Speed-Sensing Steering
	21.1 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Double Wishbone Front Suspension w/Coil Springs
	Leaf Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Hill Hold Control
	Brake Actuated Limited Slip Differential
Exterior	
	Regular Box Style
	Wheels: 16" x 7.0JJ Painted Styled Steel w/Cap
	Tires: P265/70R16 BSW
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent
	Body-Colored Rear Step Bumper
	Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

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Data Version: 12090. Data Updated: Oct 14, 2020 12:07:00 AM PDT.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Nissan Frontier (31110) King Cab 4x2 S Auto (Complete)

Exterior	
	Black Door Handles
	Black Manual Side Mirrors w/Manual Folding
	Fixed Rear Window
	Deep Tinted Glass
	Variable Intermittent Wipers
	Fully Galvanized Steel Panels
	Chrome Grille
	Reverse Opening Rear Doors
	Tailgate Rear Cargo Access
	Manual Tailgate/Rear Door Lock
	Aero-Composite Halogen Headlamps
	Cargo Lamp w/High Mount Stop Light
Entertainment	
	Radio w/Seek-Scan, Clock, Aux Audio Input Jack and Radio Data System
	Radio: AM/FM/CD/AUX Audio System w/4 Speakers -inc: 7" color display, USB connection port, Bluetooth hands-free phone system, streaming audio via Bluetooth, Siri Eyes Free and steering wheel audio controls
	Fixed Antenna
	1 LCD Monitor In The Front
Interior	
	4-Way Driver Seat
	4-Way Passenger Seat
	50-50 Folding Jump Front Facing Fold-Up Cushion Rear Seat
	Manual Tilt Steering Column
	Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer and Trip Odometer
	Fixed Rear Windows
	Front Bucket Seats
	Front Cupholder
	Rear Cupholder
	Proximity Key For Push Button Start Only

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ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Nissan Frontier (31110) King Cab 4x2 S Auto (Complete)

Interior	
	Remote Keyless Entry w/Integrated Key Transmitter
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	HVAC -inc: Underseat Ducts
	Illuminated Locking Glove Box
	Driver Foot Rest
	Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome Interior Accents
	Full Cloth Headliner
	Leather Gear Shifter Material
	Cloth Seat Trim
	Day-Night Rearview Mirror
	Driver And Passenger Visor Vanity Mirrors
	Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Carpet Floor Covering
	Pickup Cargo Box Lights
	Instrument Panel Covered Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
	Power 1st Row Windows w/Driver 1-Touch Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Analog Display
	Manual Anti-Whiplash Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
	Front Center Armrest
	2 12V DC Power Outlets
	Air Filtration
Safety-Mechanical	
	Electronic Stability Control (ESC)
	ABS And Driveline Traction Control

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Data Version: 12090. Data Updated: Oct 14, 2020 12:07:00 AM PDT.

ALAN JAY FLEET

CHRISTY SELF | 863-385-9610 | CHRISTY.SELF@ALANJAY.COM

Vehicle: [Fleet] 2020 Nissan Frontier (31110) King Cab 4x2 S Auto (Complete)

Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags
	Curtain 1st And 2nd Row Airbags
	Airbag Occupancy Sensor
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners
	RearView Monitor Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 3 Roadside Assistance Miles/km: 36,000

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 12090. Data Updated: Oct 14, 2020 12:07:00 AM PDT.

FSA Cooperative Purchasing Program

FLORIDA
SHERIFFS ASSOCIATION
COOPERATIVE
PURCHASING PROGRAM

Contract: FSA20-VEL28.0 – Pursuit, Administrative and Other Vehicles
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under "VEH" contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856_vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

f. Factory: Refers to the manufacturer produced products.

g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
    1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
    2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
    3. Manufacturer's Annual U.S. Price Book
    4. Manufacturer's official website

k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.

m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor ***prior to*** conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;

- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and

- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor’s sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.
In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ***all*** standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufacturered with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens
Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
Bidders must submit their bid electronically using the on the FSA bid system, which is located at https://www.myvendorlink.com. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle or equipment, which amount the vendor

agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option
The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment
On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program

https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook_639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:
https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf

Motorcycles:
https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees 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 the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasingagency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled “Instructions” must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A

Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:
Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

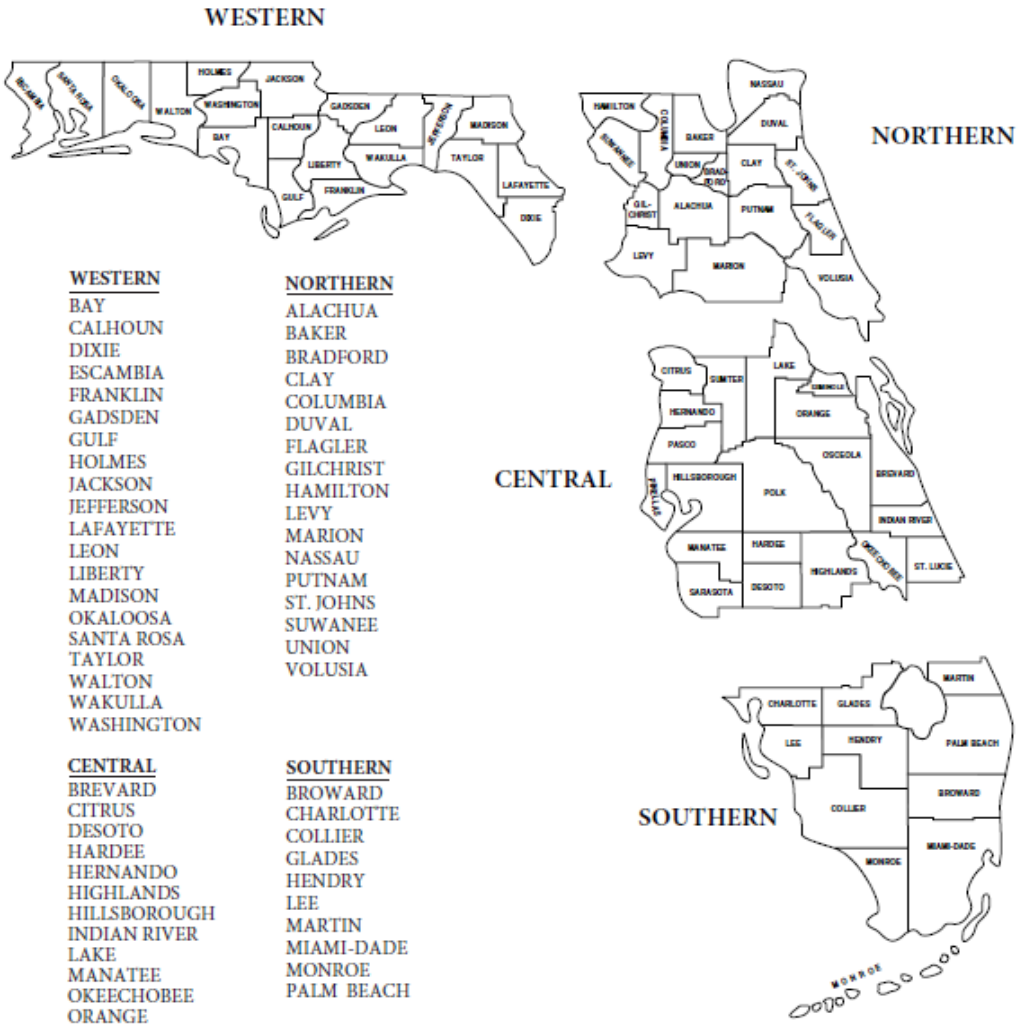
Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

Appendix B

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Appendix C

CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

_____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

Appendix D

Sales

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty.	Total PO Amount	Estimated Delivery Date	Admin Fee Based on PO
Grand Totals Linked to the Bottom Row							$ -		$ -
							$ -		$ -
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Deliveries

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty. Delivered	Total PO Amount Being Delivered	Actual Delivery Date	Admin Fee Due Based on PO Amount Delivered	Admin Fee Being Paid with this Quarterly Report	Difference Between Auto-calculated amount due and amount being paid	Additional Notes/Comments
Grand Totals Linked to the Bottom Row							$ -		$ -	$ -	$ -	
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Appendix E

Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.
For the most up to date information on these events, please refer to https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements.

STANDARD FORM FOR NEW PIGGYBACK CONTRACTS

The **City of Cocoa,** a Florida Municipal Corporation ("City") enters this "Piggyback" Contract with **NEXTRAN Truck Center.** (hereinafter referred to as the "Vendor "), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Financial Operations Manual (FOM) for the City of Cocoa allows for "piggybacking " contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with FLORIDA SHERIFFS ASSOCIATION COOPERATICE PURCHASING PROGRAM, said contract being identified as: Contract No. FSA20-VEL28.0, **FSA20-VEH18.0,** FSA20-EQU18.0 (Pursuit, Administrative and Other Vehicles – **Heavy Trucks** -Heavy Equipment) (referred to as the "original government contract").

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

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

Time Period ("Term") of the Agreement:

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01. Heavy Vehicles shall be effective for two (2) years from date of agreement execution by mutual parties, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04 FSA CoOp Purchasing Program Agreement.

The initial term of these contracts begins the latest date both mutual parties sign and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by mutual parties, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04 and ends September 30, 2023.

Contract extensions will follow Section 3.04 of the original agreement (Sub-Para 3(b) of this agreement) and only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

a. Insurance Requirements (As Applicable):

Liability Insurance

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

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

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

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

AUTOMOBILE LIABILITY INSURANCE MINIMUM REQUIREMENTS FOR ALL CONTRACTS:

The Contractor shall maintain comprehensive automobile liability insurance in the minimum amount of $1,000,000 combined single limit bodily injury and minimum $1,000,000 property damage as the combined single limit for each occurrence to protect the Contractor from claims for

damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

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

ENVIRONMENTAL IMPAIRMENT INSURANCE MINIMUM REQUIREMENTS:

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

WORKERS' COMPENSATION INSURANCE MINIMUM REQUIREMENTS:

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

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

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

COMPREHENSIVE BUILDER RISK INSURANCE

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

DURATION OF CONTRACTS-NAMED INSUREDS-LIABILITY INSURANCE:

For contracts exceeding time periods of 30 days, it is required that the vendor name the City of Cocoa as an additional insured on their Liability Insurance policies and submit proof of same in the form of a certificate of insurance before work is begun. A copy of a current Certificate of Insurance shall be provided to the City by Contractor upon the Effective Date of this Agreement which satisfied the insurance requirements of this Article. Renewal certificates shall be sent to the City 30 days prior to any expiration date. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the City and the State of Florida, Department of Transportation, or as provided in accordance with Florida law.

b. Any other provisions that will be modified:

Agreement shall remain concurrent with the renewal options specicifed within Section 3.04 of the original agreement as follows:

3.04 OPTION TO RENEW & PRICE ADJUSTMENT Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part. In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more. The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months. In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price. In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12- month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered. The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and re-advertise for bids, whichever is in the best interest of the FSA.

---

c. Address change for the City of Cocoa:

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

d. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in Brevard County, Florida. Litigation between the parties arising out of this contract must be in Brevard County, Florida in the Court of appropriate jurisdiction. The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

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

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

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

Entered this _____ day of _____

Mike Maddox, VP Business Dev.
(Print Name / Title)

Mike Maddox
(Signature)

Oct. 20, 2020
(Date)

CITY OF COCOA

By: _____, City Manager (For purchases up to the limit of the City Manager's purchase order authority, this signature alone as attested will be sufficient).

By:_____, Mayor (For purchases in excess of the City Manager's purchase order authority).

_____

Attested By: -- City Clerk

City of Cocoa Budget Adjustment Form FY 2021 - 21-025-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 1500 | DATE PREPARED: 11/02/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 10,426)	001-1600-513.39-00		Contingency	$ 679,615	$ 587,987	$ 577,561	$ 577,561
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 10,426)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 10,426	001-2100-521.64-00	CA2101	Machinery and Equipment	$ 352,824	$ 328,082	$ 338,508	$ 309,677
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 10,426	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Cocoa Police has 7 patrol cars in this years budget for the vehicle at $45,500 per vehicle the price quotes for the 2021 models are higher than the budget amount, due to price increase of the vehicle and equipment. Purchase price is $50,524 and this BAF is to cover the budget short fall, in conjugation with the VOCA budgeted vehicle which will not be purchased. This will allow for the purchase of seven patrol cars. Agenda 20-771

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

11/2/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.11.02 11:20:26 -05'00'	11/2/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.11.02 11:20:36 -05'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/2/20	Michael Cantaloupe — Digitally signed by Michael Cantaloupe Date: 2020.11.02 15:59:46 -05'00'	11/3/20	Lora Howell — Digitally signed by Lora Howell Date: 2020.11.03 07:58:17 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

City of Cocoa Budget Adjustment Form FY 2021 - 21-024-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 3570 | DATE PREPARED: 10/28/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 35,550)	423-3570-538.63-00	SW21DP	Aurora Street Drainage Improvements	$ 290,000	$ 290,000	$ 254,450	$ 203,682
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 35,550)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 35,550	423-3570-538.64-00	CA2101	Machinery & Equipment	$ 190,000	$ 190,000	$ 225,550	$ 225,550
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 35,550	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

The quoted cost for the Vac-Con was over the budgeted amount. In addition, the Aurora St. Drainage Improvements Project is being funded through Transportation Impact Fee funds and will be moved to 3510 since it is a pedestrian-related project with ancillary drainage improvements needed. Agenda 20-771

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

10/28/20	Abigail Morgan Digitally signed by Abigail Morgan Date: 2020.10.28 14:20:43 -04'00'	10/30/20	Lea Malarae Digitally signed by Lea Malarae Date: 2020.10.30 09:33:12 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/30/20	Bryant Smith Digitally signed by Bryant Smith Date: 2020.10.30 07:50:32 -04'00'	10/30/20	Rebecca Bowman Digitally signed by Rebecca Bowman Date: 2020.10.30 16:18:55 -04'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	20-773	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Consent Agenda
File created:	10/29/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	

Title: Approve and authorize the City Manager to issue a Blanket Purchase Order up to $450,000 through July 21, 2021, to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015. Authorize additional FY-20 parts expenditures in the amount of $59,448 for the August and September statements. (Public Works Director)

Sponsors:

Indexes:

Code sections:

Attachments:
NAPA 07_24_18 Intergrated Supply Agreement.pdf
NAPA Addendum (City of Cocoa) (HKW 8-27-20).docx
NAPA Addendum.docx
Sourcewell #061015 NAPA IBS 6th year extension through 7-21-21.pdf
NAPA Invoice - August 2020.pdf
NAPA Invoice - September 2020.pdf
RDP - NAPA IBS SEPT - 202091 1 OF 2 .pdf
RDP - NAPA IBS 202091 SEPT 2 OF 2.pdf
RDP - NAPA IBS AUG 202081 1 OF 2.pdf
RDP- NAPA IBS 202081 AUG 2 OF 2 eForm.pdf

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 29, 2020
Agenda Date: November 10, 2020
Prepared By: Tony Jones, Fleet Manager
Through: Bryant Smith III, P.E., CFM Public Works Directory / City Engineer
Requested Action:
Approve and authorize the City Manager to issue a Blanket Purchase Order up to $450,000 through July 21, 2021, to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015. Authorize additional FY-20 parts expenditures in the amount of $59,448 for the August and September statements.

BACKGROUND:

On July 24, 2018, the City of Cocoa entered a contract with Genuine Parts Company (dba NAPA Auto) to provide an integrated inventory solution for the City's fleet operations. City Council approved a contract extension on August 12, 2020, extending the contract through July 21, 2021 and newly negotiated rates and terms expected to be renewed by NJPA in January 2021.

The Cocoa Fleet Division utilizes the Sourcewell NJPA Contract #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions. Through use of this contract, Fleet obtains service and repair parts for the City of Cocoa's vehicle fleet and equipment through NAPA Integrated Business Solutions Space Coast Auto Supply. This includes parts for over 450 City vehicles and equipment.

As part of this contract, the Fleet Shop is equipped with a satellite NAPA Parts Store and NAPA Parts Manager. This allows the City to efficiently obtain parts for various repairs and maintenance activities which reduces vehicle and equipment downtime. The Parts Store allows for an on-site inventory and the City is only charged for parts used. This Blanket Purchase Order will allow for the Fleet Division to pay NAPA IBS and invoice parts costs to the applicable City Department, as needed, monthly.

Cocoa Fleet had additional parts expenditures over the requested Change Order amount of $100,000. The August and September invoices totaled $77,260.14 and exceeded the purchase order by $59,448.14. This was largely due to much higher than normal vehicle and equipment repairs in August. An RDP (Request for Direct Payment) was prepared to pay both invoices after authorization for the increased costs. Total costs for these services/parts for FY20 totaled $609,448. These costs were allocated to each department's budget based on repairs done during the year; therefore no budget amendment is needed for this agenda item.

STRATEGIC PLAN CONNECTION:

None.

BUDGETARY IMPACT:

Budgeted Yes

CITY OF COCOA DEPARTMENT /
DIVISION VEHICLE-REPAIR MAIN
ACCOUNTS

DEPT#	DEPARTMENT NAME	Repair & Maintenance	BUDGET
1600	GENERAL FUND OPER	001-1600-513.4603	$2,749
1103	INFORMATION TECHN	001-1103-516.4603	$1,000
2100	COCOA POLICE ADMIN	001-2100-521.4603	$127,520
2132	CODE ENFORCEMENT	001-2132-524.4603	$1,833
2200	FIRE ADMIN.	001-2200-522.4603	$2,332
2201	FIRE OPERATIONS	001-2201-522.4603	$84,580
3200	COMMUNITY SERVICE	001-3200-515.4603	$1,395
3200	COMMUNITY SERVICE	107-3200-515-4603	$1,395
3500	PUBLIC WORKS ADMIN	001-3500-519.4603	$922

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3510	PUBLIC WORKS STREE	001-3510-541.4603	$21,700
3520	PUBLIC WORKS GROU	001-3520-572.4603	$19,750
3540	FLEET MAINTENANCE	001-3540-519.4603	$1,375
3560	FACILITIES MAINTENA	001-3560-519.4603	$8,900
3580	CAPITAL PROJECTS	001-3580-519.4603	$1,500
1515	FIELD SERVICES	421-1515-536.4603	$15,507
4010	WATER / SEWER ADMI	421-4010-536.4603	$4,694
4020	DYAL	421-4020-536.4603	$27,407
4025	WATER TRANS. DIS.	421-4025-536.4603	$144,800
4055	UTILITIES ENGINEERIN	421-4055-536.4603	$5,450
4120	SELLERS	421-4120-536.4603	$7,467
4125	WFO SEWER MAINT.	421-4125-536.4603	$37,844
3570	STORM WATER	423-3570-538.4603	$44,400
			$564,520

CITY OF COCOA DEPARTMENT / DIVISION EQUIPMENT-REPAIR MAIN ACCOUNTS			
3510	PUBLIC WORKS STREE	001-3510-541.4600	$6,700
3520	PUBLIC WORKS GROU	001-3520-572.4600	$6,500
3540	FLEET MAINTENANCE	001-3540-519.4600	$1,500
3560	FACILITIES MAINTENA	001-3560-519.4600	$3,500
4020	DYAL	421-4020-536.4600	$19,000
4025	WATER TRANS. DIS.	421-4025-536.4600	$50,500
4120	SELLERS	421-4120-536.4600	$5,900
4125	SFO SEWER MAINT.	421-4125-536.4600	$15,000
3570	STORM WATER	423-3570-538.4600	$5,000
			$113,600

PREVIOUS ACTION:

Council approved this contract extension through July 21, 2021 at the August 12, 2020 City Council Meeting.

RECOMMENDED MOTION:

Approve and authorize the City Manager to issue a Blanket Purchase Order up to $450,000 through July 21, 2021, to NAPA IBS, Space Coast Auto Supply utilizing the NJPA Contract #061015. Authorize additional FY-20 parts expenditures in the amount of $59,448 for the August and September statements

INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

THE CITY OF COCOA, FL

INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and the **CITY OF COCOA**, a Florida municipal corporation, ("CUSTOMER"), to be effective as of the 24th day of July, 2018 (the "Effective Date").

WITNESSETH

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015 (hereinafter, "NJPA Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Florida and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

301 Shearer Blvd., Cocoa, FL 32922
Fleet Manager: Tony Jones

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 25th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit A hereto.

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are two pricing options available to CUSTOMER. The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

CUSTOMER INITIALS:

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"
Non-NAPA Product Costs	Billed to CUSTOMER at a 25% gross profit rate (gross profit is acquisition cost divided by .75)

Operational Costs	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product Costs shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product Costs shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Costs shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ Amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS**

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

CUSTOMER INITIALS:

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

(a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by

NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged a corporate allocation expense ("Corporate Allocation Expense") which is calculated as a percentage of sales for each contract year. As such, there is not a supportive invoice for such expenses other than an annual allocation rate statement. This Corporate Allocation Expense allows NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER in accordance with Section 7(b) above.
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Costs will be charged to CUSTOMER in accordance with Section 7(b) above, with all such charges for

Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Costs on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum payment obligation pursuant to this profit guarantee shall be set at $ See amend.; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS**

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost.

CUSTOMER INITIALS: 

15. CHANGE OF CONTROL. NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

(a) A change in the management or ownership of CUSTOMER;

(b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. LANDLORD CONSENT AND WAIVER. Not Applicable.

17. INDEMNIFICATION. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or

demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. NOTICES. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922
Attn: Dan Dvorak
Telephone: (321) 633-5585
Fax: (321) 633-5560

As to CUSTOMER: City of Cocoa
65 Stone Street
Cocoa, FL 32922
Attn: City Manager
Telephone: (321) 433-8800

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. FORCE MAJEURE / DAMAGE OF PREMISES.

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

20. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing,

the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Georgia.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT**. Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

By: _____
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By: _____
Name: John Titkanich
Title: City Manager

EXHIBIT A

ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a Space Coast Auto Supply, Inc. (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated 7.24, 2018 by and between Genuine Parts Company and City of Cocoa, FL (the "Integrated Supply Agreement").

Location(s): 65 Stone St., Cocoa, FL 32922

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on 7/24, 2018.

IN WITNESS WHEREOF, the undersigned have set their hands this 24th day of July 2018.

ASSIGNOR:

GENUINE PARTS COMPANY

By: _____

Name: Dan Dvorak

Its: Southeast Division Vice President

ASSIGNEE:

Space Coast Auto Supply, Inc. [JOBBER]

By: _____ Name: Patrick Wolfe

Its: President

Agreed and acknowledged: City of Cocoa, FL [CUSTOMER]

By: _____ Name: **John Titkanich**

Its: City Manager

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT
[NOTE TO DRAFT: PROFIT AND LOSS STATEMENT HAS BEEN UPDATED/REVISED]

Estimated Operating Expenses

Projection	Monthly Performa	% to SALES	Annual Performa	% to SALES	
SALES	**50,000**		**600,000**		**Parts Bill For Customer (Parts Billed at Cost +0%)**
Less Cost of Sales	50,000	100.00%	600,000	100.00%	
Sales Less Cost	0	0.00%	0	0.00%	
Less Handling Chrg	0	0.00%	0	0.00%	
GROSS PROFIT	0	0.00%	0	0.00%	
Advertising	0	0.00%	0	0.00%	
Net Salaries	0	0.00%	0	0.00%	
Travel	0	0.00%	0	0.00%	
Sales - Misc.	0	0.00%	0	0.00%	
G.M. Travel	0	0.00%	0	0.00%	
TOTAL SALES EXP.	**0**	0.00%	**0**	**0.00%**	
SALARIES - EXEC.	**0**	0.00%	**0**	**0.00%**	
PAYROLL - Acct.	450	0.90%	5,400	0.90%	Accounting & Data Processing Fee
-General Office	375	0.75%	4,500	0.75%	Fixed Expense @ .75% of sales
-Counter - J. S.	3,000	6.00%	36,000	6.00%	1 Parts Manager
-Delivery	0	0.00%	0	0.00%	No Drivers
TOTAL PAYROLL	**3,825**	7.65%	**45,900**	**7.65%**	
Bad Debts	0	0.00%	0	0.00%	
data proc	0	0.00%	0	0.00%	
Delivery - Ins	0	0.00%	0	0.00%	
Maintenance	0	0.00%	0	0.00%	
Truck Deprec.	0	0.00%	0	0.00%	
Dep- F. & F.	0	0.00%	0	0.00%	
Empl. Ben. - Pen.	0	0.00%	0	0.00%	
-Other	750	1.50%	9,000	1.50%	Health Insurance Premiums
Freight & Postage	300	0.60%	3,600	0.60%	
Insurance	350	0.70%	4,200	0.70%	General, Worker's Comp &Inventory
Interest	0	0.00%	0	0.00%	
Legal & Pro.	0	0.00%	0	0.00%	
L.H.&W.	0	0.00%	0	0.00%	
Rent	0	0.00%	0	0.00%	
Sta. & Shipping	0	0.00%	0	0.00%	
Stock Loss	0	0.00%	0	0.00%	
Store	100	0.20%	1,200	0.20%	Misc. Store Expenses (Fax Machine, Paper, Toner etc.)
Taxes (Not Income)	400	0.80%	4,800	0.80%	Payroll Taxes for Employees @ this Location
Telephone	0	0.00%	0	0.00%	
Travel (Not Sales)	0	0.00%	0	0.00%	
TAMS	1,200	2.40%	14,400	2.40%	TAMS Computer & Equipment Lease/Depreciation Expense, Maint./Support Fee's & Tams Misc. Expenses
Training	0	0.00%	0	0.00%	Training Materials for NAPA Employees
TOTAL MISC. EXP.	**3,100**	6.20%	**37,200**	**6.20%**	
Executive Fees	0	0.00%	0	0.00%	
TOTAL EXPENSES	**6,925**	13.85%	**77,004**	**12.83%**	
Operating Income	-6,925	-13.85%	-77,004	-12.83%	
Misc. Inc: Disc.(net)	0	0.00%	0	0.00%	
Others	**6,925**	13.85%	**83,100**	**13.85%**	**Operating Expense Reimbursement by City of Cocoa**
PROFIT	**5,000**	**10.00%**	**60,000**	**10.00%**	**Estimated Management Fee for City of Cocoa**

EXHIBIT C
NJPA CONTRACT

Contract Award
RFP #061015

FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS the undersigned warrants that he/she have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, executions, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30099

Contact Person: Jeff Kuntz Title: Vice President, NAPA IBS

Authorized Signature (Ink only): _____ Jeff Kuntz
(Name printed or typed)

Form E

Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined products/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 20 15 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____ NJPA Executive Director — Dr. Chad Coauette (Name printed or typed)

Awarded this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

NJPA Authorized signature _____ NJPA Board Member — Scott Veronen (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

Proposer hereby accepts this award including all accepted exceptions and NJPA modifications identified on FORM C.

Vendor Name Genuine Parts Company/NAPA IBS

Vendor Authorized signature _____

Title: Vice President - NAPA IBS (Name printed or typed)

Executed this 21st day of July, 20 15 — NJPA Contract Number 061015-GPC

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EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF COCOA, FL

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this __ day of _____, 2018 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and the **CITY OF COCOA**, a Florida municipal corporation ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of _____, 2018 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

> "**3.** **TERM**. This Agreement shall begin the date this Agreement is fully executed and shall end on September 30, 2019, or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract, except that this Agreement shall remain in effect through September 30, 2019 upon the expiration of the NJPA Contract on July 21, 2019. The expiration of the NJPA Contract on July 21, 2019 shall not be considered a "termination" of the NJPA Contract for purposes of determining when an automatic termination of this Agreement shall occur. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination."

3. Section 5(a) of the Agreement shall be amended by adding the foregoing:

"CUSTOMER makes no representations, warranties, promises, covenants, agreements, or guarantees of any kind whatsoever, whether express or implied, oral or written, relating to the usable space provided for the On Site Store. NAPA acknowledges that NAPA has not relied on any representation or warranties of any kind of the CUSTOMER or any agent of the CUSTOMER relating to the usable space. Except as provided in Section 5(d), NAPA further acknowledges and agrees that to the maximum extent permitted by law, the usable space is made available to NAPA on an "AS IS" condition and basis."

4. Section 5(c) of the Agreement shall be amended by adding the foregoing:

"NAPA employees shall be responsible for securing the On Site Store at the conclusion of each work day and otherwise as necessary."

5. Section 7 of the Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER shall remit payment to NAPA for all invoices in accordance with the Florida Prompt Payment Act, s. 218.70, et seq., F.S.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Costs.*** Product Costs shall be further divided into "***NAPA Product Costs***," which is the pricing of NAPA supplier manufactured products, and "***Non-NAPA Product Costs***," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.

(b) ***Outside Purchases or Services Costs.*** Outside Purchases or Services Costs is the pricing of those parts or services not traditionally stocked or performed by NAPA.

(c) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary, payroll taxes and benefits payable to or in connection with employees who are located at or serve the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property or general liability insurance policies of NAPA, all equipment supplied by NAPA, freight and postage charges, inventory investment expense, any

restocking charges, cost of the use of the TAMS inventory management system in the On Site Store(s), training materials and expenses, pension funding costs, executive fees, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs or expenses incurred relative to the operation of the On Site Store(s). The Operational Costs estimated in Exhibit B represent the expected and agreed costs for the first year of this Agreement. On an annual basis, and sixty (60) days prior to the anniversary of the Effective Date of this Agreement, NAPA shall submit for CUSTOMER'S approval an updated Operating Expense Statement reflecting NAPA's expected Operational Costs. Except in emergency situations, NAPA acknowledges and agrees that any costs and expenses greater than five percent (5%) above the estimated Operational Costs on a total per month basis listed on the effective Operating Expense Statement must be approved by CUSTOMER's city council prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. Except in emergency situations, any costs and expenses above the estimated Operational Costs on a total per month basis which are five percent (5%) or less above the estimated Operational Costs must be approved by CUSTOMER's city manager prior to being incurred and passed through to CUSTOMER for payment under the terms and conditions of this Agreement. For purposes of illustration, and as established in Exhibit B, the estimated Operational Costs on a total per month basis for the first year of this Agreement shall be $6,925.00 per month. Thus, any amount exceeding $6,925.00 in Operational Costs in any month must be approved by either CUSTOMER'S city manager or city council as provided in this section. In the event that CUSTOMER requires NAPA to provide emergency back-up services or products in an emergency situation, the CUSTOMER's city manager's determination of an emergency shall constitute pre-approval of such overtime or product expenses. Pursuant to CUSTOMER's Financial Operations Manual policies, the city manager shall have the authority to contract for and authorize payment for purchases in an amount not exceeding $100,000.00. In such cases, the city manager shall notify the City Council of the emergency purchase thereafter.

(d) ***Management Fee***. CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at current jobber net store

Non-NAPA Product Costs and Outside Purchases and Services	acquisition cost Billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate
Operational Costs	Billed to CUSTOMER in accordance with subpart (c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for NAPA

NAPA Product Costs shall be billed to CUSTOMER at current jobber net store acquisition cost. Non-NAPA Product Costs and Outside Purchases/Services shall be billed to CUSTOMER at NAPA's cost plus a zero percent (0%) gross profit rate. Operational Costs will be charged to CUSTOMER in accordance with subpart (c) above, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all products (both NAPA and Non-NAPA) and outside purchases and services sold to the CUSTOMER during the preceding month at the costs set forth in the pricing plan summary above less purchase returns.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a zero percent (0%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement."

6. Section 8 of the Agreement (INSURANCE) is hereby deleted in its entirety and replaced with the following:

" **8. INSURANCE.** NAPA shall keep in force and at all times maintain during the term of this Agreement:

(a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form reasonably acceptable to CUSTOMER, with limits of not less than One Million Dollars ($1,000,000.00) per occurrence for bodily injury and property damage, personal injury, and products and completed operations.

(b) Worker's Compensation Coverage: Full and complete Workers' Compensation Coverage, including coverage for its employees located at the On Site Store, as required by Florida law, shall be provided.

(c) Insurance Certificates: NAPA shall provide CUSTOMER with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) reasonably acceptable to the CUSTOMER. Said Liability Policies shall provide that the CUSTOMER be an additional insured to the extent of NAPA's indemnification obligations herein. NAPA shall use reasonable commercial efforts to notify the CUSTOMER of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are reasonably acceptable to the CUSTOMER and licensed and authorized under the laws of the State of Florida.

(d) Personal Property: In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store."

7. The last sentence of Section 10 of the Agreement (PERSONNEL) is hereby deleted and replaced with the following: "If NAPA and the CUSTOMER fail to mutually resolve a personnel issue as set forth in this Section 10, CUSTOMER will decide the issue in its sole discretion; provided that CUSTOMER will not request that NAPA remove or replace any of the NAPA personnel in the On Site Store(s) for reasons that are discriminatory or otherwise contrary to law."

8. Section 12(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

> " In the event that the other party fails or refuses to pay any amounts due under this Agreement in accordance with the payment provisions contained in the Amendment to this Agreement attached hereto;"

9. Section 13(a) of the Agreement (EFFECT OF TERMINATION) is hereby deleted in its entirety and replaced with the following:

" (a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any undisputed amounts due and owing to NAPA at the time of termination."

10. Section 14 of the Agreement is hereby amended by adding the following sentence to the end of the section:

"Upon CUSTOMER'S request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store."

11. The last sentence of Section 13(b) is hereby deleted in its entirety and replaced with the following: "The provisions and obligations of Sections 9, 11, 14, 17, 18, 25, 26, 27, 28, 29, 30, 31, 34 and 35 shall survive the termination of this Agreement for any reason."

12. Section 15 of the Agreement (CHANGE OF CONTROL) is hereby deleted in its entirety and replaced with the following:

" **15. CHANGE OF CONTROL.** Intentionally omitted."

13. Section 17 of the Agreement (INDEMNIFICATION) is hereby deleted in its entirety and replaced with the following:

" **17. INDEMNIFICATION.** NAPA shall indemnify and hold harmless CUSTOMER and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees arising out of or resulting from: (a) the negligent acts or omissions or intentional misconduct of NAPA, its employees, officers, directors, or agents hereunder; (b) the breach of any provisions hereunder by NAPA; and (c) NAPA's violation of any applicable laws, rules and regulations. NAPA's indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for NAPA, under workers' compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision. NAPA shall in no way be liable to CUSTOMER for the negligent acts or omissions or intentional misconduct of CUSTOMER, its employees, officers, directors or agents.

The obligations contained in this provision shall survive termination of this Agreement."

14. Section 25 of the Agreement (CHOICE OF LAW) is hereby deleted in its entirety and replaced with the following:

" **25. CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action by any party to this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be nonjury."

15. A new Section 31 shall be added to the Agreement as follows:

" **31. ATTORNEY'S FEES.** In the event of any legal action to enforce the terms

of this Agreement, each party shall bear its own attorney's fees and costs."

11. A new Section 32 shall be added to the Agreement as follows:

" **32. COMPLIANCE WITH STATUTES.** It shall be NAPA's responsibility to be aware of and comply with all applicable federal, state and local laws."

12. A new Section 33 shall be added to the Agreement as follows:

" **33. SOVEREIGN IMMUNITY.** The CUSTOMER intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the CUSTOMER's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the CUSTOMER's potential liability under state or federal law. NAPA agrees that CUSTOMER shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement."

13. A new Section 34 shall be added to the Agreement as follows:

" **34. RIGHT TO AUDIT.** The CUSTOMER and its auditors, at CUSTOMER's sole cost and expense, shall be entitled to audit the books and records of NAPA to the extent that such books and records relate to the performance of this Agreement upon providing to NAPA at least ten (10) days prior written notice; provided that NAPA shall be required only to provide hard copies of records requested by the CUSTOMER that NAPA maintains electronically, and NAPA shall not be required to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Said records shall be made available, upon request, for audit purposes, to the CUSTOMER and its auditors. Such books and records shall be maintained by NAPA for a period of five (5) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing. Audits will be limited to once per calendar year."

14. A new Section 35 shall be added to the Agreement as follows:

" **35. PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, NAPA 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 NAPA related to the services provided to the CUSTOMER under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the CUSTOMER, may be deemed to be a public record, whether in the possession or control of the CUSTOMER or NAPA; provided, to the extent allowed by law, that the

foregoing shall not include 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) which relate to NAPA's business generally and do not specifically relate to the services provided to the CUSTOMER under this Agreement. 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 NAPA are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CUSTOMER's designated custodian of public records.

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

NAPA is required to and agrees to comply with public records laws. NAPA shall keep and maintain all public records required by the CUSTOMER to perform the services as agreed to herein. NAPA shall provide the CUSTOMER, 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. NAPA 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, NAPA shall transfer to the CUSTOMER, at no cost, all public records in possession of the NAPA, provided the transfer is requested in writing by the City Clerk. Upon such transfer, NAPA 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, NAPA 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 CUSTOMER, upon request from the City Clerk, in a format that is compatible with the information technology systems of the CUSTOMER; provided that nothing in this section shall require NAPA to grant direct access (i.e., password protected access) to its proprietary computer systems to the CUSTOMER. Should the CUSTOMER not possess public records relating to this Agreement which are requested to be inspected or copied by the CUSTOMER or any other person, the CUSTOMER shall immediately notify NAPA of the request and the NAPA shall then provide such records to the CUSTOMER or allow the records to be inspected or copied within a reasonable time; provided that nothing in this section shall require NAPA to grant direct access (i.e. password protected access) to its proprietary computer systems. If the NAPA does not comply with a public records request, the CUSTOMER may enforce this Section to the extent permitted by law. NAPA acknowledges that if the NAPA does not provide the public records to the CUSTOMER

within a reasonable time, NAPA may be subject to penalties under Section 119.10, Florida Statutes. NAPA acknowledges that if a civil action is filed against NAPA to compel production of public records relating to this Agreement, the court may assess and award against NAPA the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the NAPA, be open and freely exhibited to the CUSTOMER for the purpose of examination, audit, or otherwise. Failure by NAPA 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 CUSTOMER upon delivery of a written notice of cancellation. If NAPA fails to comply with this Section, and the CUSTOMER must enforce this Section, or the CUSTOMER suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to NAPA's failure to comply with this Section, the CUSTOMER shall collect from NAPA prevailing party attorney's fees and costs, and any damages incurred by the CUSTOMER, for enforcing this Section against NAPA. And, if applicable, the CUSTOMER shall also be entitled to reimbursement of all attorneys' fees and damages which the CUSTOMER had to pay a third party because of the NAPA's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement."

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and executed by their duly-authorized representatives effective as of the Amendment Effective Date.

GENUINE PARTS COMPANY

By: Patrick Wolfe
Name: Patrick Wolfe
Title: Southeast Division Vice President

CITY OF COCOA

By:
Name: John Titkanich
Title: City Manager

DocuSign Envelope ID: 25CC184D-4C41-43EA-BAED-7ED9D9EDD9DD

AMENDMENT
TO
CONTRACT #061015-GPC

This Amendment is by and between **Sourcewell** and **Genuine Parts Company/NAPA Integrated Business Solutions (IBS)** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions effective July 21, 2015, through July 21, 2019, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agreed on May 30, 2018, to a "Letter of Agreement to Extend the Contract" for the 5th year renewal extension that will terminate on July 21, 2020. However, the parties agree to a 6th year extension in order to satisfy the validated needs and requests of Sourcewell Members , which would expire the contract on July 21, 2021.

The parties agree that certain terms within the Agreement will be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below and has the effect of extending the Agreement through July 21, 2021. This Agreement will not be extended for any additional time. Vendor understands that Sourcewell will no longer market this Agreement.

2. Effective June 6, 2018, NJPA changed its name to Sourcewell. All references in these documents to NJPA should be read as being replaced with "Sourcewell."

3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

(Balance of this page intentionally left blank.)

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 11/20/2019 | 12:25 PM CST

Genuine Parts Company/
NAPA Integrated Business Solutions (IBS)

DocuSigned by:
By: Jett Kuntz
Authorized Signature

Jett Kuntz
Name – Printed

Title: Vice President

Date: 11/20/2019 | 11:09 AM CST

APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 11/20/2019 | 12:32 PM CST

NAPA AUTO PARTS

Invoice: 202081
Invoice Date: 8/31/2020
From: 8/1/2020
To: 8/31/2020

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	212.36	-	212.36
1103	81103	Information Technology	-	-	-
1515	81515	Field Services	1,387.41	-	1,387.41
1600	81600	General Fund Operation	167.96	-	167.96
2100	82100	Cocoa Police Admin.	10,752.41	-	10,752.41
2132	82132	Code Enforcement	-	-	-
2200	82200	Fire Admin.	-	-	-
2201	82201	Fire Operations	11,637.71	-	11,637.71
3200	83200	Community Services	80.73	-	80.73
3500	83500	Public Works Admin.	-	-	-
3510	83510	Public Works Streets	2,221.37	-	2,221.37
3520	83520	Public Works Grounds	1,353.45	-	1,353.45
3540	83540	Fleet Maintenance	-	-	-
3560	83560	Facilities Maintenance	191.39	-	191.39
3570	83570	Storm Water	5,508.30	-	5,508.30
3580	83580	Capital Projects	-	-	-
4010	84010	Water / Sewer Admin & Lab	38.51	-	38.51
4020	84020	Dyal	1,651.17	-	1,651.17
4025	84025	Water Trans. Dis.	6,486.38	11.93	6,486.38
4055	84055	Utilities Engineering	209.39	-	209.39
4120	84120	Sellers	407.58	-	407.58
4125	84125	WFO Sewer Maint.	1,508.36	-	1,508.36
2201E	86201	Equipment - Fire Operations	-	-	-
2100E	87210	Equipment - Police Administration	-	-	-
3510E	87510	Equipment - Public Works Streets	255.08	-	255.08
3520E	87520	Equipment - Public Works Grounds	-	-	-
3540E	87540	Equipment - Fleet Maintenance	261.08	-	261.08
3570E	87570	Equipment - Storm Water	1,704.62	-	1,704.62
4020E	88020	Equipment - Dyal	-	-	-
4025E	88025	Equipment - Water Field Operations	4,708.39	-	4,708.39
4120E	88120	Equipment - Sellers	-	-	-
4125E	88125	Equipment - WFO Sewer Maint.	-	-	-
					$ 50,743.65



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **IBS**
City of Cocoa
Shop Supplies
Fleet Maintenance IBS Contract
65 Stone Street
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
80002	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/04/2020	INV	697-4038	90.54	Gas Pump
08/10/2020	INV	697-4077	68.83	Gas Pump
08/12/2020	INV	697-4109	23.75	Gas Pump
08/18/2020	INV	697-4151	29.24	Gas Pump

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
212.36	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	212.36
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	212.36

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
80002	IBS	**212.36**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Field Services**
421-1515-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
81515	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/07/2020	INV	697-4075	554.05	21448
08/14/2020	INV	697-4133	27.08 Cr	21494
08/19/2020	INV	697-4166	30.66	21514
08/27/2020	INV	697-4218	428.18	21541
08/31/2020	INV	697-4231	100.40	21558
08/31/2020	INV	697-4233	100.40	21547
08/31/2020	INV	697-4234	200.80	21552

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
1,387.41	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	1,387.41
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	1,387.41

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
81515	Field Services	**1,387.41**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **General Fund Operation**
001-1600-513.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
81600	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/17/2020	INV	697-4146	167.96	CORV19

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
167.96	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	167.96
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	167.96

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
81600	General Fund Operation	**167.96**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Cocoa Police Admin.
001-2100-521.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
82100	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/03/2020	INV	697-4028	105.70	21435
08/03/2020	INV	697-4030	7.20	21436
08/03/2020	INV	697-4033	89.43	21437
08/05/2020	INV	697-4053	267.21	21447
08/05/2020	INV	697-4059	112.73	21437
08/06/2020	INV	697-4064	211.38	21437
08/06/2020	INV	697-4066	84.02	21459
08/07/2020	INV	697-4068	105.70	21460
08/07/2020	INV	697-4070	84.02	21466
08/07/2020	INV	697-4076	262.14	21461
08/10/2020	INV	697-4080	185.57	21385
08/11/2020	INV	697-4091	4.95	21476
08/11/2020	INV	697-4092	218.86	21478
08/11/2020	INV	697-4096	26.62	21476
08/12/2020	INV	697-4112	33.53	21484
08/13/2020	INV	697-4123	23.85	21486
08/13/2020	INV	697-4124	135.00	21484
08/14/2020	INV	697-4132	621.95	21491
08/17/2020	INV	697-4147	378.93	21498
08/18/2020	INV	697-4155	42.41	21511
08/19/2020	INV	697-4162	308.37	21502
08/20/2020	INV	697-4175	460.69	21515
08/20/2020	INV	697-4176	330.87	21502
08/21/2020	INV	697-4180	77.07	21510
08/24/2020	INV	697-4188	533.19	21510
08/24/2020	INV	697-4190	322.63	21485
08/24/2020	INV	697-4191	17.19	21528
08/24/2020	INV	697-4192	42.28	21529
08/24/2020	INV	697-4194	429.99	21525
08/25/2020	INV	697-4198	5.58	21510
08/26/2020	INV	697-4202	4,117.50	21539

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90

DATE
TERMS
STORE

Continued On Page 2

ACCT#	BILL TO	TOTAL NOW DUE
CLOSING DATE	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Cocoa Police Admin.**
001-2100-521.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
82100	0	2

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/26/2020	INV	697-4205	21.14	21504
08/26/2020	INV	697-4208	10.98	21519
08/27/2020	INV	697-4211	7.20	I2610
08/27/2020	INV	697-4212	84.02	21543
08/28/2020	INV	697-4229	374.40	21531
08/31/2020	INV	697-4235	146.75	21531
08/31/2020	INV	697-4237	461.36	21554

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
10,752.41	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	10,752.41
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	10,752.41

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
82100	Cocoa Police Admin.	**10,752.41**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO
Fire Operations
001-2201-522.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
82201	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/03/2020	INV	697-4031	1,225.00	21382
08/04/2020	INV	697-4046	202.90	21441
08/05/2020	INV	697-4055	173.41	21382
08/05/2020	INV	697-4058	262.31	21441
08/10/2020	INV	697-4081	25.79	21382
08/10/2020	INV	697-4082	5.04	21472
08/11/2020	INV	697-4099	5,040.24	21382
08/12/2020	INV	697-4100	16.17	21382
08/12/2020	INV	697-4101	32.34	21472
08/12/2020	INV	697-4108	1,016.04 Cr	21382
08/13/2020	INV	697-4121	255.00	21382
08/18/2020	INV	697-4154	221.67	21394
08/18/2020	INV	697-4156	870.00	21472
08/19/2020	INV	697-4163	676.01	21441
08/19/2020	INV	697-4165	781.43	21394
08/20/2020	INV	697-4173	1,396.24	21472
08/25/2020	INV	697-4199	735.10	21500
08/28/2020	INV	697-4222	735.10	21500

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
11,637.71	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	11,637.71
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	11,637.71

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
82201	Fire Operations	**11,637.71**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO
Community Services
001-3200-515.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83200	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/25/2020	INV	697-4196	80.73	21532

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
80.73	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	80.73
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	80.73

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83200	Community Services	**80.73**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Public Works Streets
001-3510-541.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83510	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/07/2020	INV	697-4074	791.32	20891
08/10/2020	INV	697-4079	16.17	20891
08/12/2020	INV	697-4102	32.34	I2592
08/12/2020	INV	697-4105	6.24	20891
08/13/2020	INV	697-4122	1,357.51	21313
08/18/2020	INV	697-4152	17.79	21506

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
2,221.37	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	2,221.37
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	2,221.37

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83510	Public Works Streets	**2,221.37**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Public Works Grounds**
001-3520-572.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83520	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/03/2020	INV	697-4027	3.66	I2586
08/04/2020	INV	697-4042	139.58	21444
08/04/2020	INV	697-4044	523.80	21444
08/05/2020	INV	697-4051	87.15	21454
08/05/2020	INV	697-4054	6.00	21454
08/06/2020	INV	697-4063	5.85	I2587
08/11/2020	INV	697-4098	21.65	21475
08/12/2020	INV	697-4106	32.34	21475
08/12/2020	INV	697-4113	144.65	21475
08/20/2020	INV	697-4169	42.78	I2607
08/20/2020	INV	697-4170	42.57	I2608
08/24/2020	INV	697-4187	27.74	21520
08/26/2020	INV	697-4203	50.90	21520
08/28/2020	INV	697-4228	43.33	21548
08/28/2020	INV	697-4230	181.45	21546

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
1,353.45	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	1,353.45
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	1,353.45

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83520	Public Works Grounds	**1,353.45**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Facilities Maintenance**
001-3560-519.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83560	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/24/2020	INV	697-4189	177.90	21526
08/31/2020	INV	697-4232	13.49	21526

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
191.39	0.00	0.00	0.00

DATE 09/02/2020	Total Owed	191.39
TERMS Net 60 days	Total Dating	0.00
STORE 700005698	Total Due--->	191.39

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83560	Facilities Maintenance	**191.39**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Storm Water**
423-3570-538.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83570	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/03/2020	INV	697-4026	7.02	I2585
08/05/2020	INV	697-4052	10.00	21452
08/11/2020	INV	697-4095	122.15	21481
08/20/2020	INV	697-4174	29.52	21521
08/21/2020	INV	697-4181	456.22	21493
08/26/2020	INV	697-4201	4,062.83	423-3570-538.4600
08/27/2020	INV	697-4217	791.32	423-3570-538.4600
08/28/2020	INV	697-4223	14.72	I2613
08/28/2020	INV	697-4224	27.74 Cr	21520
08/31/2020	INV	697-4238	42.26	21521

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
5,508.30	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	5,508.30
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	5,508.30

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83570	Storm Water	**5,508.30**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO
Water / Sewer Admin & Lab
421-4010-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84010	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/19/2020	INV	697-4161	38.51	21517

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
38.51	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	38.51
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	38.51

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84010	Water / Sewer Admin & Lab	**38.51**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Dyal**
421-4020-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84020	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/07/2020	INV	697-4069	180.30	21464
08/11/2020	INV	697-4088	1,260.00	21479
08/12/2020	INV	697-4111	32.46	21483
08/13/2020	INV	697-4114	84.69	21483
08/21/2020	INV	697-4179	91.89	21524
08/27/2020	INV	697-4214	1.83	21545

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
1,651.17	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	1,651.17
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	1,651.17

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84020	Dyal	**1,651.17**

CLOSING DATE	09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Water Trans. Dis.
421-4025-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84025	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/03/2020	INV	697-4029	276.76	21438
08/03/2020	INV	697-4032	254.74	21346
08/04/2020	INV	697-4035	122.61	21330
08/04/2020	INV	697-4036	122.61	21333
08/04/2020	INV	697-4037	122.61	21348
08/04/2020	INV	697-4041	14.20	21384
08/04/2020	INV	697-4043	14.20	21445
08/05/2020	INV	697-4048	87.15	21450
08/05/2020	INV	697-4049	2,105.03	21348
08/05/2020	INV	697-4056	41.86	21451
08/06/2020	INV	697-4061	642.01	21421
08/06/2020	INV	697-4065	1,031.72	21451
08/07/2020	INV	697-4073	49.49	21451
08/10/2020	INV	697-4083	58.17	21451
08/11/2020	INV	697-4089	2.65	21402
08/11/2020	INV	697-4094	8.01	I2590
08/11/2020	INV	697-4097	486.51	21451
08/13/2020	INV	697-4116	83.28	21330
08/13/2020	INV	697-4117	83.28	21333
08/13/2020	INV	697-4118	83.28	21346
08/13/2020	INV	697-4119	83.28	21348
08/13/2020	INV	697-4126	36.95	21451
08/14/2020	INV	697-4128	8.01	I2595
08/17/2020	INV	697-4145	80.40	21495
08/18/2020	INV	697-4149	4.27	21501
08/18/2020	INV	697-4153	313.31	21509
08/19/2020	INV	697-4164	33.58	21516
08/20/2020	INV	697-4172	26.04	21516
08/24/2020	INV	697-4185	15.82	I2609
08/24/2020	INV	697-4193	32.46	21527
08/25/2020	INV	697-4197	27.81	21530

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90

DATE
TERMS
STORE

Continued On Page 2

ACCT#	BILL TO	TOTAL NOW DUE
CLOSING DATE	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Water Trans. Dis.**
421-4025-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84025	0	2

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/26/2020	INV	697-4206	1.83	21507
08/27/2020	INV	697-4219	11.28	21537
08/28/2020	INV	697-4227	8.86	21537
08/31/2020	INV	697-4236	112.31	21553

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
6,486.38	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	6,486.38
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	6,486.38

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84025	Water Trans. Dis.	**6,486.38**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Utilities Engineering**
421.4055-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84055	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/13/2020	INV	697-4125	81.08	21425
08/17/2020	INV	697-4144	128.31	21497

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
209.39	0.00	0.00	0.00

DATE 09/02/2020	Total Owed	209.39
TERMS Net 60 days	Total Dating	0.00
STORE 700005698	Total Due--->	209.39

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84055	Utilities Engineering	**209.39**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Sellers**
421-4120-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84120	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/07/2020	INV	697-4072	253.92	21377
08/17/2020	INV	697-4148	50.81	21499
08/20/2020	INV	697-4168	35.87	21499
08/28/2020	INV	697-4226	66.98	21549

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
407.58	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	407.58
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	407.58

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84120	Sellers	**407.58**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **WFO Sewer Maint.**
421.4125.536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84125	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/04/2020	INV	697-4047	14.67	21439
08/10/2020	INV	697-4084	266.54	21469
08/11/2020	INV	697-4093	16.02	I2589
08/19/2020	INV	697-4157	8.01	I2606
08/20/2020	INV	697-4171	59.30	21518
08/26/2020	INV	697-4207	574.13	21540
08/26/2020	INV	697-4209	660.85	21538
08/27/2020	INV	697-4213	87.15	21538
08/27/2020	INV	697-4215	186.32 Cr	21538
08/28/2020	INV	697-4220	8.01	I2611

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
1,508.36	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	1,508.36
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	1,508.36

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84125	WFO Sewer Maint.	**1,508.36**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Equipment - Public Works Streets
001-3510-541.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
87510	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/12/2020	INV	697-4104	255.08	21477

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
255.08	0.00	0.00	0.00

DATE 09/02/2020	Total Owed	255.08
TERMS Net 60 days	Total Dating	0.00
STORE 700005698	Total Due--->	255.08

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
87510	Equipment - Public Works Streets	**255.08**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Equipment - Fleet Maintenance**
001-3540-519.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
87540	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/27/2020	INV	697-4216	261.08	001-3540-519.4600

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
261.08	0.00	0.00	0.00

DATE 09/02/2020	Total Owed	261.08
TERMS Net 60 days	Total Dating	0.00
STORE 700005698	Total Due--->	261.08

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
87540	Equipment - Fleet Maintenance	**261.08**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Equipment - Stormwater
423-3570-538.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
87570	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/04/2020	INV	697-4040	22.35	21362
08/04/2020	INV	697-4045	107.91	21433
08/05/2020	INV	697-4057	559.80	21426
08/07/2020	INV	697-4067	8.01	I2588
08/12/2020	INV	697-4103	1.77	I2594
08/18/2020	INV	697-4150	38.35	21512
08/19/2020	INV	697-4158	109.70	21512
08/26/2020	INV	697-4204	856.73	21536

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
1,704.62	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	1,704.62
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	1,704.62

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
87570	Equipment - Stormwater	**1,704.62**

CLOSING DATE	09/02/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Equipment - Water Field Operations
421-4025-536.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
88025	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
08/05/2020	INV	697-4050	72.16	WS08EQ
08/06/2020	INV	697-4062	419.70	WS08EQ
08/07/2020	INV	697-4071	99.84	WS08EQ
08/10/2020	INV	697-4078	232.20	WS08EQ
08/11/2020	INV	697-4090	439.89	WS08EQ
08/12/2020	INV	697-4107	373.91	WS08EQ
08/13/2020	INV	697-4127	69.84	WS08EQ
08/14/2020	INV	697-4131	447.45	WS08EQ
08/17/2020	INV	697-4134	39.73	WS08EQ
08/17/2020	INV	697-4135	39.73	WS08EQ
08/17/2020	INV	697-4136	39.73	WS08EQ
08/17/2020	INV	697-4137	39.73	WS08EQ
08/17/2020	INV	697-4138	39.73	WS08EQ
08/17/2020	INV	697-4139	39.73	WS08EQ
08/17/2020	INV	697-4140	39.73	WS08EQ
08/17/2020	INV	697-4141	39.73	WS08EQ
08/17/2020	INV	697-4142	39.73	WS08EQ
08/17/2020	INV	697-4143	39.73	WS08EQ
08/20/2020	INV	697-4167	211.68	WS08EQ
08/26/2020	INV	697-4200	1,944.42	WS08EQ

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
4,708.39	0.00	0.00	0.00

DATE	09/02/2020	Total Owed	4,708.39
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	4,708.39

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
88025	Equipment - Water Field Operations	**4,708.39**
CLOSING DATE 09/02/2020	AMOUNT ENCLOSED	$

NAPA AUTO PARTS

Invoice: 202091
Invoice Date: 9/30/2020
From: 9/1/2020
To: 9/30/2020

Bill To:	Please Remit to:
City of Cocoa 65 Stone St Cocoa, FL 32922	Space Coast Auto Supply 4 N Cocoa Blvd Cocoa, FL 32922

Description					Amount
Department	NAPA Account	Account Name	Parts (inc. freight)	Freight Billed	
	80002	Shop Supplies	174.43	-	174.43
1103	81103	Information Technology	0	-	-
1515	81515	Field Services	254.99	-	254.99
1600	81600	General Fund Operation	0	-	-
2100	82100	Cocoa Police Admin.	5786.46	-	5,786.46
2132	82132	Code Enforcement	0	-	-
2200	82200	Fire Admin.	476.62	-	476.62
2201	82201	Fire Operations	1322.71	19.69	1,322.71
3200	83200	Community Services	0	-	-
3500	83500	Public Works Admin.	4.54	-	4.54
3510	83510	Public Works Streets	2136.74	-	2,136.74
3520	83520	Public Works Grounds	480.44	-	480.44
3540	83540	Fleet Maintenance	0	-	-
3560	83560	Facilities Maintenance	329.96	-	329.96
3570	83570	Storm Water	1397.89	-	1,397.89
3580	83580	Capital Projects	0	-	-
4010	84010	Water / Sewer Admin & Lab	112.48	-	112.48
4020	84020	Dyal	593.6	-	593.60
4025	84025	Water Trans. Dis.	4012.43	-	4,012.43
4055	84055	Utilities Engineering	0	-	-
4120	84120	Sellers	94.14	-	94.14
4125	84125	WFO Sewer Maint.	8153.31	-	8,153.31
2201E	86201	Equipment - Fire Operations	0	-	-
2100E	87210	Equipment - Police Administration	0	-	-
3510E	87510	Equipment - Public Works Streets	746.64	-	746.64
3520E	87520	Equipment - Public Works Grounds	0	-	-
3540E	87540	Equipment - Fleet Maintenance	0	-	-
3570E	87570	Equipment - Storm Water	16.02	-	16.02
4020E	88020	Equipment - Dyal	0	-	-
4025E	88025	Equipment - Water Field Operations	59.43	-	59.43
4120E	88120	Equipment - Sellers	0	-	-
4125E	88125	Equipment - WFO Sewer Maint.	363.66	-	363.66
					$ 26,516.49



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

IBS
City of Cocoa
Shop Supplies
Fleet Maintenance IBS Contract
65 Stone Street
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
80002	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/09/2020	INV	697-4280	162.44	Gas Pump
09/16/2020	INV	697-4307	11.99	Carabiners

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
174.43	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	174.43
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	174.43

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
80002	IBS	**174.43**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Field Services
421-1515-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
81515	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/11/2020	INV	697-4287	115.62	21577
09/14/2020	INV	697-4290	21.18	21585
09/18/2020	INV	697-4325	112.89	21614
09/28/2020	INV	697-4377	5.30	21654

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
254.99	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	254.99
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	254.99

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
81515	Field Services	**254.99**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Cocoa Police Admin.
001-2100-521.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
82100	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/02/2020	INV	697-4252	716.07	21554
09/03/2020	INV	697-4257	127.30	21572
09/08/2020	INV	697-4270	7.20	I2624
09/08/2020	INV	697-4271	70.96	21578
09/08/2020	INV	697-4273	189.86	21579
09/08/2020	INV	697-4274	610.98	21583
09/09/2020	INV	697-4282	115.14	21573
09/10/2020	INV	697-4284	200.63	21584
09/11/2020	INV	697-4286	181.25	21554
09/14/2020	INV	697-4291	112.73	21592
09/14/2020	INV	697-4292	56.44	21587
09/14/2020	INV	697-4294	42.33	21591
09/14/2020	INV	697-4296	318.25	21592
09/14/2020	INV	697-4297	318.25	21591
09/15/2020	INV	697-4300	6.50	21587
09/16/2020	INV	697-4304	1,053.00	21587
09/16/2020	INV	697-4305	3.66	21613
09/16/2020	INV	697-4309	148.37	21612
09/17/2020	INV	697-4315	1.30	21612
09/18/2020	INV	697-4324	16.77	21609
09/18/2020	INV	697-4328	30.00	21605
09/18/2020	INV	697-4331	47.95	21620
09/22/2020	INV	697-4337	21.14	21627
09/22/2020	INV	697-4339	47.95	21632
09/22/2020	INV	697-4341	76.32	21625
09/22/2020	INV	697-4342	82.98	21635
09/22/2020	INV	697-4344	5.92	21641
09/22/2020	INV	697-4345	75.78	21642
09/22/2020	INV	697-4346	96.08	21620
09/23/2020	INV	697-4347	102.02	21630
09/23/2020	INV	697-4348	18.00 Cr	21630

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90

DATE
TERMS
STORE

Continued On Page 2

ACCT#	BILL TO	TOTAL NOW DUE
CLOSING DATE	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Cocoa Police Admin.**
001-2100-521.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
82100	0	2

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/23/2020	INV	697-4351	7.20	21645
09/24/2020	INV	697-4365	12.43	21627
09/25/2020	INV	697-4370	276.56	21627
09/25/2020	INV	697-4372	5.70	21627
09/25/2020	INV	697-4373	5.80	21627
09/28/2020	INV	697-4380	410.55	21656
09/29/2020	INV	697-4385	98.15	21627
09/30/2020	INV	697-4388	20.92	21660
09/30/2020	INV	697-4389	84.02	21661

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
5,786.46	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	5,786.46
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	5,786.46

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
82100	Cocoa Police Admin.	**5,786.46**

CLOSING DATE	10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Fire Admin
001-2200-522.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
82200	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/22/2020	INV	697-4340	292.79	21631
09/28/2020	INV	697-4378	183.83	21653

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
476.62	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	476.62
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	476.62

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
82200	Fire Admin	**476.62**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Fire Operations
001-2201-522.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
82201	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/01/2020	INV	697-4243	185.08	21565
09/03/2020	INV	697-4261	449.92	21565
09/08/2020	INV	697-4267	50.97	21565
09/09/2020	INV	697-4279	259.98	21565
09/24/2020	INV	697-4352	99.49	21646
09/24/2020	INV	697-4356	20.97	I2637
09/24/2020	INV	697-4359	80.10	21646
09/24/2020	INV	697-4360	80.10	21629
09/24/2020	INV	697-4364	80.10	21649
09/30/2020	INV	697-4387	16.00	21646

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
1,322.71	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	1,322.71
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	1,322.71

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
82201	Fire Operations	**1,322.71**

CLOSING DATE	10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Public Works Admin.**
001-3500-519.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83500	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/03/2020	INV	697-4256	4.54	I2622

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
4.54	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	4.54
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	4.54

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83500	Public Works Admin.	**4.54**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Public Works Streets
001-3510-541.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83510	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/01/2020	INV	697-4242	167.42	21020
09/17/2020	INV	697-4313	23.25	21617
09/18/2020	INV	697-4329	8.55	21020
09/23/2020	INV	697-4350	76.60	21020
09/25/2020	INV	697-4371	12.90	21020
09/28/2020	INV	697-4376	593.18	21652
09/29/2020	INV	697-4382	8.01	I2638
09/29/2020	INV	697-4384	4.90	21020
09/29/2020	INV	697-4386	1,232.38	21659
09/30/2020	INV	697-4390	9.55	21617

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
2,136.74	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	2,136.74
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	2,136.74

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83510	Public Works Streets	**2,136.74**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Public Works Grounds
001-3520-572.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83520	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/01/2020	INV	697-4239	67.49	21560
09/18/2020	INV	697-4321	105.59	21615
09/23/2020	INV	697-4349	301.44	21636
09/25/2020	INV	697-4374	5.92	21651

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
480.44	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	480.44
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	480.44

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83520	Public Works Grounds	**480.44**

CLOSING DATE	10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Facilities Maintenance**
001-3560-519.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83560	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/25/2020	INV	697-4375	329.96	21644

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
329.96	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	329.96
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	329.96

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83560	Facilities Maintenance	**329.96**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Storm Water
423-3570-538.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
83570	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/01/2020	INV	697-4241	187.68	21561
09/02/2020	INV	697-4248	4.54	I2616
09/02/2020	INV	697-4249	4.54	I2617
09/02/2020	INV	697-4250	4.54	I2619
09/02/2020	INV	697-4251	358.78	21521
09/04/2020	INV	697-4264	4.08	21521
09/08/2020	INV	697-4269	21.09	21521
09/09/2020	INV	697-4278	77.43	I2627
09/14/2020	INV	697-4295	269.12	21594
09/16/2020	INV	697-4303	8.01	I2629
09/24/2020	INV	697-4357	11.12	21644
09/30/2020	INV	697-4391	446.96	21644

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
1,397.89	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	1,397.89
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	1,397.89

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
83570	Storm Water	**1,397.89**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Water / Sewer Admin & Lab**
421-4010-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84010	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/03/2020	INV	697-4258	112.48	21569

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
112.48	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	112.48
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	112.48

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84010	Water / Sewer Admin & Lab	**112.48**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Dyal
421-4020-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84020	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/02/2020	INV	697-4246	30.84	21564
09/03/2020	INV	697-4259	133.07	21567
09/09/2020	INV	697-4281	6.00	21589
09/14/2020	INV	697-4288	19.98	21586
09/15/2020	INV	697-4301	68.60	21603
09/16/2020	INV	697-4308	292.66	21586
09/17/2020	INV	697-4316	42.45	21611

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
593.60	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	593.60
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	593.60

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84020	Dyal	**593.60**
CLOSING DATE	10/01/2020	AMOUNT ENCLOSED: $



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Water Trans. Dis.**
421-4025-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84025	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/01/2020	INV	697-4240	4.61	21553
09/01/2020	INV	697-4244	8.01	21559
09/03/2020	INV	697-4260	87.79	21571
09/04/2020	INV	697-4263	1,530.00	21537
09/08/2020	INV	697-4266	1.83	21574
09/10/2020	INV	697-4285	713.46	21585
09/14/2020	INV	697-4293	4.50 Cr	21585
09/15/2020	INV	697-4298	23.78	21596
09/15/2020	INV	697-4299	8.01	I2628
09/16/2020	INV	697-4306	33.70	21596
09/17/2020	INV	697-4317	374.49	21596
09/17/2020	INV	697-4318	341.00	21537
09/17/2020	INV	697-4319	203.40	21596
09/18/2020	INV	697-4330	24.13	21622
09/21/2020	INV	697-4332	8.01	F550
09/21/2020	INV	697-4333	34.04	21622
09/22/2020	INV	697-4338	16.50	21622
09/22/2020	INV	697-4343	87.15	21640
09/24/2020	INV	697-4353	8.01	I2635
09/24/2020	INV	697-4354	8.01	I2636
09/25/2020	INV	697-4366	6.00	21650
09/28/2020	INV	697-4379	495.00	21622

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
4,012.43	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	4,012.43
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	4,012.43

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84025	Water Trans. Dis.	**4,012.43**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **Sellers**
421-4120-536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84120	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/24/2020	INV	697-4361	5.30	21647
09/24/2020	INV	697-4362	1.69	21647
09/24/2020	INV	697-4363	87.15	21647

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
94.14	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	94.14
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	94.14

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84120	Sellers	**94.14**
CLOSING DATE	10/01/2020	AMOUNT ENCLOSED / $



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO **WFO Sewer Maint.**
421.4125.536.4603
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
84125	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/01/2020	INV	697-4245	7,433.95	21563
09/08/2020	INV	697-4268	119.99	21563
09/08/2020	INV	697-4272	41.92	21582
09/09/2020	INV	697-4277	8.01	I2626
09/18/2020	INV	697-4322	1.83	21610
09/18/2020	INV	697-4326	6.00	21621
09/21/2020	INV	697-4334	87.79	21628
09/21/2020	INV	697-4335	209.52	21628
09/24/2020	INV	697-4355	244.30	21623

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
8,153.31	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	8,153.31
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	8,153.31

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
84125	WFO Sewer Maint.	**8,153.31**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Equipment - Public Works Streets
001-3510-541.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
87510	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/02/2020	INV	697-4253	733.44	21556
09/03/2020	INV	697-4262	13.20	21570

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
746.64	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	746.64
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due --->	746.64

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
87510	Equipment - Public Works Streets	**746.64**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Equipment - Stormwater
423-3570-538.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
87570	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/09/2020	INV	697-4276	8.01	I2625
09/29/2020	INV	697-4383	8.01	I2639

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
16.02	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	16.02
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	16.02

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
87570	Equipment - Stormwater	**16.02**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO
Equipment - Water Field Operations
421-4025-536.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
88025	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/15/2020	INV	697-4302	59.43	21604

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
59.43	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	59.43
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	59.43

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
88025	Equipment - Water Field Operations	**59.43**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$



Space Coast Auto Supply, Inc.
4 N. Cocoa Blvd
Cocoa, FL 32922

BILL TO

Equipment - WFO Sewer Maint.
421-4125-536.4600
City of Cocoa IBS
65 Stone St
Cocoa, FL 32922

STATEMENT

ACCT#	SM#	PAGE
88125	0	1

DATE	TYPE	REFERENCE	AMOUNT	P.O./CHECK/J.E.
09/18/2020	INV	697-4323	66.58	21604
09/21/2020	INV	697-4336	297.08	21604

CURRENT	PAST DUE 30	PAST DUE 60	PAST DUE 90
363.66	0.00	0.00	0.00

DATE	10/01/2020	Total Owed	363.66
TERMS	Net 60 days	Total Dating	0.00
STORE	700005698	Total Due--->	363.66

Space Coast Auto Supply, Inc.
4 N Cocoa Blvd
Cocoa, FL 32922

ACCT#	BILL TO	TOTAL NOW DUE
88125	Equipment - WFO Sewer Maint.	**363.66**
CLOSING DATE 10/01/2020	AMOUNT ENCLOSED	$

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.

REQUEST FOR DIRECT PAYMENT ("RDP")

COCOA FLORIDA

RDP- 202295

VENDOR NUMBER: 9501

VENDOR NAME & PAYMENT ADDRESS:

SPACE COAST AUTO SUPPLY - NAPA IBS

4 North Cocoa Blvd

Cocoa

FL, 32922

SELECT ONE FROM EACH (required)	
ATTACHMENT(S)	DISTRIBUTION
(•) Invoice	(•) Mail to Vendor
( ) Letter/Email	( ) Other (Note)
( ) Registration	
( ) Other (Note)	

Note:
NAPA IB 202091 SEPT 2 OF 2

DOCUMENT #	DESCRIPTION	ACCOUNT #	PROJECT #	COST
84120	Sellers vehicle parts Sept-2020	421-4120-536.46-03		94.14
84125	SFO Maint. vehicle parts Sept-2020	421-4125-536.46-03		8,153.31
87510	Equipment - Public Works Streets Sept-2020	001-3510-541.46-00		746.64
87570	Equipment - Storm Water parts Sept-2020	423-3570-538.46-00		16.02
88025	Equipment - Water Field Operations parts Sept-2	421-4025-536.46-00	WS08EQ	59.43
88125	Equipment - WFO Sewer Maint. parts Sept-2020	421-4125-536.46-00	WS08EQ	363.66

TOTAL 9,433.20

Date Requestor 1

Date Staff Accountant or Acctg. Supervisor 3

Date City Manager if TOTAL is over $15,000 5

Date Department Director 2

Date Finance Director or Designee 4

NOTES:

Email signed form with all supporting documentation to accountspayable@cocoafl.org

revised 09-2020

REQUEST FOR DIRECT PAYMENT ("RDP")

RDP- 202295

VENDOR NUMBER: 9501

VENDOR NAME & PAYMENT ADDRESS:

SPACE COAST AUTO SUPPLY - NAPA IBS

4 North Cocoa Blvd

Cocoa

FL, 32922

SELECT ONE FROM EACH (required)	
ATTACHMENT(S)	DISTRIBUTION
○ Invoice ○ Letter/Email ○ Registration ○ Other (Note)	○ Mail to Vendor ○ Other (Note)

Note:
NAPA IB 202091 SEPT 2 OF 2

DOCUMENT #	DESCRIPTION	ACCOUNT #	PROJECT #	COST
84120	Sellers vehicle parts Sept-2020	421-4120-536.46-03		94.14
84125	SFO Maint. vehicle parts Sept-2020	421-4125-536.46-03		8,153.31
87510	Equipment - Public Works Streets Sept-2020	001-3510-541.46-00		746.64
87570	Equipment - Storm Water parts Sept-2020	423-3570-538.46-00		16.02
88025	Equipment - Water Field Operations parts Sept-2	421-4025-536.46-00	WS08EQ	59.43
88125	Equipment - WFO Sewer Maint. parts Sept-2020	421-4125-536.46-00	WS08EQ	363.66

TOTAL 9,433.20

Date Requestor 1

Date Staff Accountant or Acctg. Supervisor 3

Date City Manager if TOTAL is over $15,000 5

Date Department Director 2

Date Finance Director or Designee 4

NOTES:

Email signed form with all supporting documentation to accountspayable@cocoafl.org

revised 09-2020

REQUEST FOR DIRECT PAYMENT ("RDP")

RDP- 202295

VENDOR NUMBER: 9501

VENDOR NAME & PAYMENT ADDRESS:

SPACE COAST AUTO SUPPLY - NAPA IBS

4 North Cocoa Blvd

Cocoa

FL, 32922

SELECT ONE FROM EACH (required)	
ATTACHMENT(S)	DISTRIBUTION
○ Invoice ○ Letter/Email ○ Registration ○ Other (Note)	○ Mail to Vendor ○ Other (Note)

Note:
NAPA IB 202091 SEPT 2 OF 2

DOCUMENT #	DESCRIPTION	ACCOUNT #	PROJECT #	COST
84120	Sellers vehicle parts Sept-2020	421-4120-536.46-03		94.14
84125	SFO Maint. vehicle parts Sept-2020	421-4125-536.46-03		8,153.31
87510	Equipment - Public Works Streets Sept-2020	001-3510-541.46-00		746.64
87570	Equipment - Storm Water parts Sept-2020	423-3570-538.46-00		16.02
88025	Equipment - Water Field Operations parts Sept-2	421-4025-536.46-00	WS08EQ	59.43
88125	Equipment - WFO Sewer Maint. parts Sept-2020	421-4125-536.46-00	WS08EQ	363.66

TOTAL 9,433.20

Date Requestor 1

Date Staff Accountant or Acctg. Supervisor 3

Date City Manager if TOTAL is over $15,000 5

Date Department Director 2

Date Finance Director or Designee 4

NOTES:

Email signed form with all supporting documentation to accountspayable@cocoafl.org

revised 09-2020

Legislation Details (With Text)

File #:	20-758	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/26/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approval of Ordinance No. 18-2020/2nd and Final reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)				
Sponsors:					
Indexes:	Pension				
Code sections:					
Attachments:	18-2020 Police Pension Ordinance IRS Changes ADA (11-10-20).pdf Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf 2020.10.22, No Impact Letter, Cocoa General.pdf Ord. 18 & 19 OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2020
Agenda Date: November 10, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Stockton E. Whitten, City Manager
Requested Action:
Approval of Ordinance No. 18-2020/2nd and Final reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

BACKGROUND:

The City of Cocoa has an established Police Officers' Retirement Plan in accordance with Chapter 185, Florida Statutes for the benefit of the City's Police Officers.

In December 2019, United States Congress and President Trump signed into law the "Setting Every Community Up for Retirement Enhancement (SECURE) Act. This Act includes a number of federal

tax law changes with the most significant change to increase the age for required minimum distributions in retirement plans from 70 ½ to 72.

The SECURE Act was presented and discussed at the August 19, 2020 pension board meeting and then the board's pension attorney Stu Kaufman of Office of Klausner, Kaufman, Jensen, and Levinson drafted an ordinance proposing code changes under Chapter 2, Administration, Article VII Police Officers' Retirement Plan of the City's Code. Also, included in the plan's proposed changes was to add a section that would allow the board to adopt an administrative policy to allow plan amendments related to Internal Revenue Code without taking an ordinance change to council.

This proposed ordinance was submitted to the City's pension attorney Jim Linn of Lewis, Longman & Walker for review. After this review, the proposed changes related to the board composition and SECURE Act were kept after slight tweaking of the language. However, Mr. Linn does not share the same opinion of the pension board making amendments related to the Internal Revenue Code without those plan amendments being adopted by City Council.

On October 2, 2020, Mr. Kaufman accepted Mr. Linn's recommendations; therefore, City staff recommends moving forward with the proposed ordinance.

A summary of the amendments to the pension plan in the proposed ordinance include:

The proposed ordinance includes the following amendments to the pension plan:

1. Section 2-196, Benefit Amounts and Eligibility, subsection (d) - Required distribution date is amended to ensure compliance under SECURE Act which amended Internal Revenue Code Section 401(a)(9) modifying the minimum age to require minimum distributions from the plan, from age 70 ½ to age 72 for members who attain age seventy and one-half (70 ½) before January 1, 2020 and age seventy-two (72) for members who attain age 70 ½ on or after January 1, 2020.

2. Section 2-197, Preretirement death, subsection (b)(5) - has also been amended for compliance under the SECURE Act where distributions to a qualifying spouse beneficiary will take place in which the member would have attained age seventy and one-half (70 ½) for members who attained such age before January 1, 2020 and age seventy-two (72) for members who attained age seventy-two (72) who attain age seventy and one-half (70 ½) after January 1, 2020.

3. Section 2-200, Optional Forms of Benefits, subsection (e)(5) - administrative change that complies with SECURE Act which edits the age criteria when a member's distribution of benefits must begin.

4. Section 2-206, Minimum Distribution of Benefits, subsection (b)(1) and (b)(2)(a) - administrative change that complies with SECURE Act which specifies the required beginning date of benefits for eligible members and the member's surviving spouse, if applicable.

5. Section 2-207, Miscellaneous Provisions, subsection (c) - administrative change that states the plan will comply with Treasury Regulations applicable to a government defined benefit

retirement plan.

City Administration recommends approval of Ordinance No. 18-2020, due to legislative and Internal Revenue Code compliance changes in the Police Officers' Retirement Plan. The pension plan's actuary has provided a "no impact" statement, which has been provided to the State of Florida Division of Retirement Services.

City Council passed the first reading of Ordinance No. 18-2020 at the Regular City Council Meeting on October 27, 2020. There have been no additional changes since the first reading. The Ordinance shall be effective immediately upon adoption by the City Council after the second reading and the changes will be incorporated into the City's Code.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

At a Regular City Council Meeting on October 27, 2020, Council approved the first reading of Ordinance No. 18-2020, related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date

At a Regular City Council Meeting on June 26, 2019, Council approved an Ordinance change related to terms of the pension board members.

RECOMMENDED MOTION:

Approval of Ordinance No. 18-2020/2nd and Final reading: Related to Amending Chapter 2, Administration, Article VII Police Officers' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-196, Benefit Amounts and Eligibility; Section 2-197, Pre-Retirement Death; Section 2-200, Optional Forms of Benefits; Section 2-206, Minimum Distribution of Benefits; Section 2-207, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

ORDINANCE NO. 18-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-196, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-197, PRE-RETIREMENT DEATH; AMENDING SECTION 2-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-207, MISCELLANEOUS PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa has established a Police Officers Retirement Plan in accordance with Chapter 185, Florida Statutes for the benefit of the City's police officers.

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

SECTION 1: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-196(d), Benefit Amounts and Eligibility, to read as follows:

* * * * *

(d) Required distribution date. The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70½) for members who attain age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who attain age seventy and one-half (70½) on or after January 1, 2020; or the calendar year in which the member terminates employment with the city.

* * * * *

SECTION 2: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2- 197(b)(5), Pre-Retirement Death, to read as follows:

(b) *Deceased members vested or eligible for retirement with spouse as beneficiary*. This subsection (b) applies only when the member's spouse is the sole designated beneficiary. The

spouse beneficiary of any member who dies and who, at the date of his death was vested or eligible for normal retirement, shall be entitled to a benefit as follows:

* * * * *

(5) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained seventy and one-half (70½) for members who would have attained age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who would have attained age seventy and one-half (70½) on or after January 1, 2020.

* * * * *

SECTION 3: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-200(e)(5)., Optional Forms of Benefits, to read as follows:

* * * * *

(e) Retirement income payments shall be made under the option elected in accordance with the provisions of this section and shall be subject to the following limitations:

* * * * *

(5) The Member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70½) for members who attain age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who attain age seventy and one-half (70½) on or after January 1, 2020; or the calendar year in which the member terminates employment with the city.

* * * * *

SECTION 4: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-206(b)(1) and (b)(2)a., Minimum Distribution of Benefits, to read as follows:

* * * * *

(b) *Time and manner of distribution*.

(1) *Required beginning date*. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the Member's required beginning date which shall not be later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70½) for members who attain age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who attain age

seventy and one-half (70½) on or after January 1, 2020; or the calendar year in which the member terminates employment with the city.

(2) *Death of member before distributions begin*. If the member dies before distributions begin, the member's entire interest will be distributed, or begin to be distributed no later than as follows:

a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age seventy and one-half (70½) for members who would have attained age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who would have attained age seventy and one-half (70½) on or after January 1, 2020, if later, as the surviving spouse elects.

* * * * *

SECTION 5: That Chapter 2, Administration, Article VII, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Cocoa, is hereby amended by amending section 2-207(c), Miscellaneous Provisions, to read as follows:

* * * * *

(c) *Qualification of system*. It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the code for a qualified plan under code Section 401(a) and a governmental plan under code Section 414(d) as well as the corresponding Treasury Regulations applicable to a governmental defined benefit retirement plan, as now in effect or hereafter amended. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

SECTION 6: Incorporation Into the Code. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Cocoa.

SECTION 7: Repeal of Prior Inconsistent Ordinances and Resolutions. All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 8: Severability. If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 9: **Effective Date.** That this Ordinance shall become effective upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE ____ DAY OF NOVEMBER 2020.

_____
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: October 27, 2020

2ND READING AND ADOPTION: November 10, 2020

LLW | LEWIS LONGMAN WALKER

Attorneys at Law
llw-law.com

REPLY TO: TALLAHASSEE

MEMORANDUM

TO: Local Government Clients

FROM: Jim Linn, Glenn E. Thomas and Janice Rustin

DATE: February 20, 2020

RE: SECURE Act

In December 2019, the U.S. Congress enacted and President Trump signed into law the "Setting Every Community Up for Retirement Enhancement" (SECURE) Act. The SECURE Act includes a number of federal tax law changes to promote retirement savings. The most significant change affecting all retirement plans, including local government plans, is an increase in the age for required minimum distributions, from 70 ½ to 72. There are several other provisions of the SECURE Act that impact governmental retirement plans. These are summarized below.

Increase in Age for Required Minimum Distributions

The SECURE Act amends Internal Revenue Code Section §401(a)(9) to allow retirees to delay taking required minimum distributions (RMDs) until age 72, replacing the prior age of 70 ½. This change is effective for plan members who reach age 70 ½ after December 31, 2019. For members who reached age 70 ½ on or before December 31, 2019, there is no change; these members must take their first RMD by April 1, 2020. However, plan members who attain age 70 ½ after December 31, 2019, can now wait to take their first RMD until April 1 of the calendar year in which they reach age 72. Most governmental retirement plans, both defined benefit and defined contribution plans, currently reflect age 70 ½ as the age at which members must begin receiving benefits or distributions from the plan. These plans will need to be amended to reflect the new age 72 provision for RMDs.

Reduction in Age for Permissive In-Service Distributions

The SECURE Act also amends Sections §401(a)(36) and §457(d)(1)(A) of the Internal Revenue Code to give employers more flexibility with regard to in-service distributions by reducing the age

at which plan members are eligible to receive such distributions. In-service distributions allow members to begin to receive retirement benefits before they separate from employment.

- DB plans: Under the prior law, governmental defined benefit retirement plans could (but were not required to) provide for in-service distributions beginning at age 62 for members who are not qualified public safety employees, and age 50 for qualified public safety employees (qualified public safety employees are defined as any employee of a state or political subdivision of a state who provides police protection, firefighting services or emergency medical services). Under the SECURE Act, governmental defined benefit plans can provide for in-service distributions beginning at age 59 ½.

- DC plans: Under the prior law, governmental 457(b) deferred compensation plans could provide for distributions to members no earlier than the calendar year in which the member attained age 70 ½, or when the member separated from employment. Under the SECURE Act, governmental 457(b) deferred compensation plans can now provide for in-service distributions beginning at age 59 ½.

The SECURE Act provision lowering the age for in-service distributions is permissive, not mandatory. This change is effective for plan years beginning after December 31, 2019. Qualified public safety employees may still begin to receive in-service distributions from a defined benefit plan at age 50, if provided in the plan.

Withdrawals for Birth or Adoption of a Child

The Secure Act allows plan amendments that would permit members to take withdrawals of up to $5,000 from defined contribution, 403(b) and 457(b) plans for expenses related to the birth or adoption of a child, for up to one year following the birth or adoption of the child, without the 10% early payment penalty. This is a permissive provision, not a requirement; and is effective for plan years beginning after December 31, 2019.

Please let us know if you have questions regarding these new age requirements.

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

October 22, 2020

VIA EMAIL

Board of Trustees
City of Cocoa
General Employees' Retirement Plan
c/o Sheila Hutcheson, Plan Administrator
3860 Grantline Road
Mims, FL 32754

Re: City of Cocoa General Employees' Retirement Plan

Dear Board:

We have reviewed proposed Ordinance No. 19-2020 amending the plan as follows:

- Changed the Board of Trustees membership to be comprised of three trustees appointed by the city council and two of whom shall be chosen by a majority of the other three
- Changed the minimum age that distributions need to begin from age 70 ½ to age 72 to comply with the recent SECURE Act.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed ordinance to each of the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Douglas H. Lozen, EA, MAAA

FLORIDA TODAY
FLORIDATODAY.com
A GANNETT COMPANY

Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: CITY OF COCOA - TE

Address: 65 STONE ST
COCOA FL 32922
USA

Ad No.: 0004444030
Pymt Method Invoice
Net Amt: $465.32

Run Times: 1

No. of Affidavits: 1

Run Dates: 11/01/20

Text of Ad:

Ad#4444030 11/01/2020
CITY OF COCOA
NOTICE OF PUBLIC HEARING
NOVEMBER 10, 2020

NOTICE is hereby given that the City of Cocoa, Florida, will hold a Public Hearing at 6:00 p.m. on Tuesday, November 10, 2020, in City Council Chambers, located at 65 Stone Street, in Cocoa, Florida.

The City Council will consider adopting the following Ordinances on Second Reading, titled as follows:

ORDINANCE NO. 18-2020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VII, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BY AMENDING SECTION 2-196, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-197, PRE--RETIREMENT DEATH; AMENDING SECTION 2-200, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 2-206, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 2-207, MISCELLANEOUS PROVISIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 19-2020

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CITY OF COCOA CODE OF ORDINANCES; AMENDING SECTION 2-107, BOARD OF TRUSTEES; AMENDING SECTION 2-110, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-111, PRE--RETIREMENT DEATH; AMENDING SECTION 2-120, MISCELLANEOUS PROVISIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

This is a public meeting. All interested parties may attend. The facility wherein the public meeting will be held is accessible to the physically handicapped.

Pursuant to Section 286.0105, Florida Statutes, the City of Cocoa hereby advises the public that if a person decides to appeal any decision made by this Council with respect to any matter considered at the meeting, that person will need a record of the proceedings and that for such purpose, affected persons may need to ensure 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 not otherwise allowed by law.

Members of the public are encouraged to comment on the proposed ordinances at the meeting. Comments may also be submitted in writing to the Office of the City Clerk, 65 Stone Street, Cocoa, FL 32922, or by email (cshealy@cocoafl.org), or by telephone by calling (321) 433-8484.

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 (321) 433-8484

Cocoa (321) 433-8484

Further information may be obtained by calling the City Clerk at the above listed number.

Dated this the 28th
day of October, 2020.
Carie Shealy, MMC, City Clerk

Legislation Details (With Text)

File #:	20-761	**Version:**	1	**Name:**	
Type:	Ordinance			**Status:**	Public Hearing
File created:	10/26/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approval of Ordinance No. 19-2020/2nd and final reading: Related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative, Internal Revenue Code compliance changes, and board composition changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date. (Administrative Services Director)				
Sponsors:	Department Director				
Indexes:	Pension				
Code sections:					
Attachments:	19-2020 General Pension Ordinance Trustee-IRS Change ADA (10-13-2020).pdf Memo re SECURE Act 2.20.20 (01252367xBA9D6).pdf 2020.10.22, No Impact Letter, Cocoa General.pdf Cocoa Gen. Board member list - 9-26-2020.pdf Ord. 18 & 19 Legal Ad OrderConf.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2020
Agenda Date: November 10, 2020
Prepared By: Tammy B. Gemmati, PHR, Administrative Services Director
Through: Stockton Whitten, City Manager
Requested Action:
Approval of Ordinance No. 19-2020/2nd and final reading: Related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative, Internal Revenue Code compliance changes, and board composition changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

BACKGROUND:

The City of Cocoa General Employees' Retirement Plan is currently a closed retirement plan with only two active employee participants, which both are in the Deferred Retirement Option Plan (DROP). All other covered members are already retired from employment. In September 2020, pension board member Vincent Knowles separated from the City upon the end of his DROP, which

brought an issue to the pension board's attention that the language in the City's Code involving the make-up of the Board of Trustees needs to be updated due to the low number of active employees in the General Employees' Retirement Plan.

Additionally, in December 2019, United States Congress and President Trump signed into law the "Setting Every Community Up for Retirement Enhancement (SECURE) Act. This Act includes a number of federal tax law changes with the most significant change to increase the age for required minimum distributions in retirement plans from 70 ½ to 72.

Both of these proposed changes were presented and discussed at the August 19, 2020 pension board meeting and then the board's pension attorney Stu Kaufman drafted an ordinance proposing code changes under Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code. Also, included in the plan's proposed changes was to add a section that would allow the board to adopt an administrative policy to allow plan amendments related to Internal Revenue Code without taking an ordinance change to council.

This proposed ordinance was submitted to the City's pension attorney Jim Linn of Lewis, Longman & Walker for review. After this review, the proposed changes related to the board composition and SECURE Act were kept after slight tweaking of the language. However, Mr. Linn does not share the same opinion of the pension board making amendments related to the Internal Revenue Code without those plan amendments being adopted by City Council.

On October 2, 2020, Mr. Kaufman accepted Mr. Linn's recommendations; therefore, City staff recommends moving forward with the proposed ordinance.

A summary of the amendments to the pension plan in the proposed ordinance include:

1. Section 2-107, Board of Trustees - Since there are few active members of the plan, this section is amended to provide a change in the make-up of the trustees. Currently one of the members must be a full-time general employee. The requested change is to remove the requirement of one full-time general employee and instead have three members who are appointed by city council and two members shall be chosen by majority of the other three trustees. The current list of board trustee members is attached for information.

2. Section 2-110, Benefit Amounts and Eligibility, subsection (g) - Required distribution date is amended to ensure compliance under SECURE Act which amended Internal Revenue Code Section 401(a)(9) modifying the minimum age to require minimum distributions from the plan, from age 70 ½ to age 72 for members who attain age seventy and one-half (70 ½) before January 1, 2020 and age seventy-two (72) for members who attain age 70 ½ on or after January 1, 2020.

3. Section 2-111, Preretirement death, subsection (b) - has also been amended for compliance under the SECURE Act where distributions to a qualifying spouse beneficiary will take place in which the member would have attained age seventy and one-half (70 ½) for members who attained such age before January 1, 2020 and age seventy-two (72) for members who attained age seventy-two (72) who attain age seventy and one-half (70 ½) after January 1, 2020.

4. Section 2-120, Miscellaneous Provisions, subsection (c) - administrative change that states the plan will comply with Treasury Regulations applicable to a government defined benefit retirement plan.

City Administration recommends approval of Ordinance No. 19-2020, due to legislative, Internal Revenue Code compliance changes, and board composition changes in the General Employees' Retirement Plan. The pension plan's actuary has provided a "no impact" statement, which has been provided to the State of Florida Division of Retirement Services.

City Council passed the first reading of Ordinance No. 19-2020 at the Regular City Council Meeting on October 27, 2020. There have been no additional changes since the first reading. The Ordinance shall be effective immediately upon adoption by the City Council after the second reading and the changes will be incorporated into the City's Code.

STRATEGIC PLAN CONNECTION:

Containing the retirement plan costs helps maintain financial sustainability for the City. Moreover, maintaining this closed retirement plan helps retain employees at the City of Cocoa for a long tenure and meet the City's obligation to retirees.

BUDGETARY IMPACT:

Budgeted: N/A

The Plan's actuary has provided a no impact letter that will be provided to the State upon adoption of the ordinance after the second hearing.

PREVIOUS ACTION:

At a Regular City Council Meeting on October 27, 2020, City Council approved the first reading of Ordinance No. 19-2020, related to Amending Chapter 2, Administration, Article VI General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2 -111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date

At a Regular City Council Meeting on May 10, 2016, Council approved Ordinance No. 7-2016 amending several sections of the General Employees' Retirement Plan due to legislative and Internal Revenue Code compliance changes.

RECOMMENDED MOTION:

Approval of Ordinance No. 19-2020/2nd and Final Reading: Related to Amending Chapter 2,

Administration, Article VI General Employees' Retirement Plan due to legislative, Internal Revenue Code compliance changes, and board composition changes, amending Section 2-107, Board of Trustees; Section 2-110, Benefit Amounts and Eligibility; Section 2-111, Pre-Retirement Death; Section 2-120, Miscellaneous Provisions; Providing for incorporation into the Code; Providing for severability of provisions; Repealing all ordinances and resolutions in conflict herewith and providing an effective date.

ORDINANCE NO. 19-2020

AN ORDINANCE OF THE CITY OF COCOA, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE VI, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CITY OF COCOA CODE OF ORDINANCES; AMENDING SECTION 2-107, BOARD OF TRUSTEES; AMENDING SECTION 2-110, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 2-111, PRE-RETIREMENT DEATH; AMENDING SECTION 2-120, MISCELLANEOUS PROVISIONS; PROVIDING FOR INCORPORATION INTO THE CODE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA;

SECTION 1: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-107, subsection (a), to read as follows (Underlined type are additions and ~~strikeout~~ type are deletions to the City Code):

(a) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five (5) trustees, three (3) of whom shall be appointed by the city council~~, and one (1) of whom shall be a full-time general employee who is a member of the system,~~ and two (2) of whom shall be chosen by a majority of the other three (3) trustees. ~~shall be elected by a majority of the general employees who are members of the system. The fifth trustee shall be chosen by a majority of the previous four (4) trustees and shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided.~~ The city council may appoint the city manager to serve as one of the three (3) city appointees, and such appointment shall constitute ex officio duties of the city manager. The city manager may designate another city employee to serve as trustee in place of the city manager. At least one (1) of the three (3) city council appointees shall be a retiree of the system. Each trustee shall serve as a trustee for a period of three (3) years, unless he/she sooner vacates the office or unless a member trustee's employment with the city is terminated, whereupon a successor shall be chosen in the same manner as the departing trustee to serve the remainder of the term. Each trustee may succeed himself/herself in office. Drop participants can be elected as and vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature and description.

* * * * *

SECTION 2: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-110, subsection (g), *Required distribution date,* to read as follows:

* * * * *

(g) *Required distribution date.* The member's benefit under this section must begin to be distributed to the member no later than April 1 of the calendar year following the later of the calendar year in which the member attains age seventy and one-half (70½), for members who attain age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who attain age seventy and one-half (70½) on or after January 1, 2020; or the calendar year in which the member terminates employment with the city.

* * * * *

SECTION 3: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-111, Preretirement death, subsection (b), *Deceased members vested or eligible for retirement with spouse as beneficiary,* to read as follows:

* * * * *

(b) *Deceased members vested or eligible for retirement with spouse as beneficiary.* This subsection (b) applies only when the member's spouse is the sole designated beneficiary. The spouse beneficiary of any member who dies while actively employed and who, at the date of his death was vested or eligible for early or normal retirement, shall be entitled to a benefit as follows:

(1) If the member was vested, but not eligible for normal or early retirement, the spouse beneficiary shall receive a benefit payable for ten (10) years, beginning on the date that the deceased member would have been eligible for early or normal retirement, at the option of the spouse beneficiary. The benefit shall be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death and reduced as for early retirement, if applicable. The spouse beneficiary may also elect to receive an immediate benefit, payable for ten (10) years, which is actuarially reduced to reflect the commencement of benefits prior to the early retirement date.

(2) If the deceased member was eligible for normal or early retirement, the spouse beneficiary shall receive a benefit payable for ten (10) years, beginning on the first day of the month following the member's death or at the deceased member's otherwise early or normal retirement date, at the option of the spouse beneficiary. The benefit shall be calculated as for normal retirement based on the deceased member's credited service and average final compensation as of the date of his death and reduced as for early retirement, if applicable.

(3) A spouse beneficiary may not elect an optional form of benefit; however, the board may elect to make a lump sum payment pursuant to section 2-114, subsection (g).

(4) A spouse beneficiary may, in lieu of any benefit provided for in subsection (b)(1) above elect to receive a refund of the deceased member's accumulated contributions.

(5) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date selected pursuant to the above provisions in this section that must be on or before December 31 of the calendar year in which the member would have attained age seventy and one-half (70 ½) for members who attain age seventy and one-half (70½) before January 1, 2020, and age seventy-two (72) for members who would have attained age seventy and one-half (70½) on or after January 1, 2020;.

* * * * *

SECTION 4: That Chapter 2, Administration, Article VI, General Employees' Retirement Plan of the Code of Ordinances of the City of Cocoa is hereby amended by amending Section 2-120, Miscellaneous provisions, subsection (c), *Qualification of system,* to read as follows:

(a) *Interest of members in system.* All assets of the fund are held in trust, and at no time prior to the satisfaction of all liabilities under the system with respect to retirees and members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

(b) *No reduction in accrued benefits.* No amendment or ordinance shall be adopted by the city council of the City of Cocoa which shall have the effect of reducing the then vested accrued benefits of members or a member's beneficiaries.

(c) *Qualification of system.* It is intended that the system will constitute a qualified public pension plan under the applicable provisions of the code for a qualified plan under code Section 401(a) and a governmental plan under code Section 414(d), as well as the corresponding Treasury Regulations applicable to a governmental defined benefit retirement plan, as now in effect or hereafter amended. Any modification or amendment of the system may be made retroactively, if necessary or appropriate, to qualify or maintain the system as a plan meeting the requirements of the applicable provisions of the code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

* * * * *

SECTION 5: **Incorporation Into Code.** This ordinance shall be incorporated into the Cocoa City Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6: **Severability.** If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: **Repeal of Prior Inconsistent Ordinances and Resolutions.** All prior inconsistent ordinances or resolutions adopted by the City Council, or parts of ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 8: **Effective Date.** This ordinance shall become effective upon adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, IN A REGULAR MEETING ASSEMBLED ON THE ____ DAY OF_____,2020.

_____
Mayor

ATTEST:

_____
Carie Shealy, City Clerk

1ST READING: October 27, 2020

2ND READING AND ADOPTION: _____

CITY OF COCOA GENERAL EMPLOYEES' DEFINED BENEFIT PENSION BOARD OF TRUSTEES

Plan Administrator: Sheila Hutcheson Telephone: 321-267-3082
Shutch9750@aol.com

Position #	Name	Status	Term	Address	Phone/Cell/Fax/ Email	Officers
1	**Missie McCarthy**	Appointed (Retiree Member)	10/01/19-9/30/2022	3461 Fox Wood Dr. Titusville, Florida 32780	Home: 321-268-1902 missiemccarthy@ymail.com	**Chairman**
2	**Vacant***		10/01/19-9/30/2022			
3	**Steve Harrell**	Appointed Member	10/01/20-09/30/2023	3325 Erie St. Cocoa, FL 32926	Home: 321-632-9461 Cell: 321-431-9724 Harr640@bellsouth.net	**Vice-Chairman/ Secretary**
4	**Sherry Woodhouse**	Appointed by City Council	10/01/18 - 09/30/2021	12 Oak St. Cocoa, FL 32922	Home: 321-631-7185 sherrywoodhouse@yahoo.com	
5	**Carmen Wing**	Fifth Member	2/19/2020 - 9/30/2021**	5265 Brilliance Circle Cocoa, FL 32926	Cell: 559-836-7582 carmen.wing@yahool.com	

City of Cocoa, 65 Stone Street, Cocoa, FL 32922

*Elected member Vince Knowles retired 9/1/20
**appointed by the Board on 2/19/20 to complete term through 9/30/2021.

Legislation Details (With Text)

File #:	20-735	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/19/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the residence located at 17 Travis St., be reduced, as recommended by the Code Board, to $1,145.34 which is the cost of the investigation to the City of Cocoa. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Lien Reduction Application.pdf Authorization Letter.pdf Cost Affidavit Form -17travis.xlsx Staff Report for Lien Reduction-17travis.docx Order Imposing Lien-18-323 - 17 Travis St..docx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 21, 2020
Agenda Date: November 10, 2020
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Michael Cantaloupe, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the residence located at 17 Travis St, be reduced, as recommended by the Code Board, to $1,145.34 which is the cost of the investigation to the City of Cocoa.

BACKGROUND:

CASE # 18-323

The Code Enforcement Board held a public hearing on **1/17/2019**, at which time the Board found the owner, **Smith, Dustin** in violation of the following:

- *Exterior General Condition Ch 6 Sec. 6-1003 (a)*
- *Weeds, Ch 6 Sec. 6-1001(d)*

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore,

consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **04/01/2019** The lien ran at **$50.00** per day from **4/1/2019** until compliance was achieved on **6/18/2020**. Code records show onsite inspections were conducted by Officer Murdick. The current owner, **Smith, Dustin**, is requesting that the lien be reduced to **zero**, Because the Demolition was $10,000.00 and was a great benefit.

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**
- The number of violations related to the subject lien; **Two**
- Number of Inspections performed: **11**
- The length of time the property was in violation: **322 Days**
- Previous Code Violations: **No**
- Property Taxes: **2019 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property. There were No Water Liens.**
- Property Inspection: **8/19/20 and was incompliance before Code Board Hearing. An inspection will occur prior to the November 10th Council Meeting.**

The current market value of the subject property; the current market value is **$21,450** according the Brevard County Property Appraiser.

Staff submits their cost sheet for **$1,145.34** and recommends to reduce the lien to City Cost.

Staff's recommendation is based on the gravity of the violations, the length of time it took the property to come into compliance, and the total amount of staff time.

Per the City Code, this is only a recommendation to the City Council. 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 October 15, 2020, recommended that the lien be reduced to $1,145.34 which was the cost of investigations to the City of Cocoa.

RECOMMENDED MOTION:

Approve the current Code Enforcement Lien for the residence located at 17 Travis St, be reduced, as recommended by the Code Board, to $1,145.34 which is the cost of the investigation to the City of Cocoa.

Application # CE - 18 - 323

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
RECEIVED
SEP 15 2020
BY:
Stamp Only When Application is Fully Complete

Please TYPE or PRINT this application neatly.

1. **Date:** 8/11/20

2. **Applicant Information:** ** NOTE: Applicant is the main contact, who must attend the meeting.*

Company (if applicable): _____

Name: David Dischler

Mailing Address: 6513 Aberdeen Ave

City: Cocoa State: FL Zip Code: 32927

Phone #: 321-480-8996 Fax #: _____

Mobile #: _____ E-mail: david.dischler@gmail.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: Dustin Smith

Mailing Address: 2380 River Rd W

City: Maidens State: VA Zip Code: 23102

Phone #: 804-387-9484 Fax #: _____

Mobile #: _____ E-mail: _____

4. **Information for property on which lien occurs:**

Street Address and Location: _____

Parcel ID:

24-36-33-80-22-1□.□-

□□□□.□□

Tax Account Number:

2426335

Existing Use(s) on Property: Vacant Land

Proposed Use(s) on Property: Vacant Land

(If residential – (circle one) **owner occupied** or **rental**), if rental does property owner anticipate accepting any state or federal rental subsidies?

_____

Nature of Violation(s): Unsafe Warehouse

Date Fine or Lien Imposed: _____ Amount of Fine: $22,360 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: CE-18-323

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? _____

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? _____

Did you receive the Notice of Violation issued by the Code Enforcement Division: (Yes) / No (Circle one)

Did you receive the Finding of Facts issued by the Code Enforcement Board: (Yes) / No (Circle one)

The factual basis upon which the application for reduction of the lien should be granted:

Once we were presented with the request to tear down the warehouse, we began exhausting all avenues to not obtain the $10,000 tear down cost. Once we had exhausted all options unsuccessfully, it was commissioned to demolish.

The reasons, if any, compliance was not obtained prior to the order of penalty or fine being recorded:
We were hoping to find a variance and/or sell the Property.

Amount you are requesting that the lien be reduced to: $0
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:
We believe the $10,000 spent to demolish the building was a great benefit to the area and not an expense we will recover in the sale of the vacant land value, post demo.

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:
No

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.** An Inspection of the property must be performed to be scheduled at the Code Board. 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.** An Inspection of the property must be performed to be scheduled before council. 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. **Inspections.** I agree to allow Code Enforcement to inspect my property and give consent to walk the property before proceeding with this reduction ☑ YES ☐ NO

Signature below will also show that consent to inspect was given by the property owner or representitive.

12. **Signatures and Notarization.**

STATE OF Florida COUNTY OF Brevard. I, David Dischley 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)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☐ OR Produced Identification ☒

Type of I.D. Produced D246-504-81-244-0

JOANNE W. COOPER
Notary Public - State of Florida
Commission # GG 294709
My Comm. Expires Jan 24, 2023
Bonded through National Notary Assn.

Joanne W. Cooper

(NOTARY PUBLIC SIGNATURE)

STATE OF FLORIDA, COUNTY OF BREVARD

Sworn and subscribed to before me this 27 day of August, 20 20

To Whom it May Concern,

This letter is made to authorize David Dischler to represent Dustin Smith on behalf of the property at 17 Travis St Cocoa, Fl 32922.

Sincerely

Dustin Smith

On this 4th Day of February, before me, a Notary Public of Virginia, the above-mentioned representative, Dustin Smith, has personally appeared and is known by me or has produced the identification.

Signature of Notary Public

December 31, 2022

Commission Expires

JENNIFER RENEE ACEVEDO
Notary Public
Commonwealth of Virginia
My Commission Expires December 31, 2022
Commission ID# 7554168

Legislation Details (With Text)

File #:	20-736	**Version:**	1	**Name:**	
Type:	Report			**Status:**	Council Busines
File created:	10/19/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve the current Code Enforcement Lien for the property located at 1053 Hickory Ln., be reduced to $3,800.00 as recommended by the Code Enforcement Board. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Staff Report for Lien Reduction-1053Hickorydocx.docx Cost Affidavit Form -1053hickory.xlsx				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 21, 2020
Agenda Date: November 10, 2020
Prepared By: Darla Crowl, (Code Enforcement Coordinator)
Through: Michael Cantaloupe, (Police Chief)
Requested Action:
Approve the current Code Enforcement Lien for the property located at 1053 Hickory Ln., be reduced to $3,800.00 as recommended by the Code Enforcement Board.

BACKGROUND:

CASE # 14-302

The Code Enforcement Board held a public hearing on **7/17/2014**, at which time the Board found the owner, **Kenneth & Susan Davenport** in violation of the following:

- ***Accumulation of Junk, Trash, & Debris***

The Code Enforcement Board provided the owner sufficient time to correct said violation. Therefore, consistent with the Code Enforcement Board's Order a lien was recorded against the property effective **08/09/2017** The lien ran at **$50.00** per day from **8/9/2014** until compliance was achieved on **6/29/2017**. Code records show onsite inspections were conducted by Officer Murdick. The current owner, **Innova Investment Group Llc; Via Lam Llc**, agreed to pay the amount of **$3,800**, instead of going through foreclosure due to this being the only remaining lien. The Code Boards Attorney informed the board that the Property Owners Attorney submitted the offer and it was agreed on by the city. So, the Board should consider this as an agreement.

Staff utilized the following factors in making its recommendation to the lien agreement:

- Property Taxes: **2019 are paid, No outstanding Tax Bills**
- Other Liens: **Records show no outstanding liens on the property and No Water Liens**
- Property Inspection: **Was inspected on 10/26/20 and was incompliance before the Code Board Hearing. An inspection will occur prior to the Council Meeting on 11/10/2020.**

The current market value of the subject property; the current market value is **$49,810** according to the Brevard County Property Appraiser.

Staff submits their cost sheet for **$2,604.91** but recommends to the City Council that the accept the agreement offer which was negotiated between the City Attorney's office and the property owner's attorney of **$3800.00** which is greater than the cost incurred by the City of Cocoa.

Staff's recommendation is based on the gravity of the agreement with the City, the length of time it took the property to come into compliance, and the total amount of staff time

Per the City Code, this is only a recommendation to the City Council. 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 October 15, 2020, recommended based on the explanation of the Code Board Attorney that the lien be reduced to $3,800.00.

RECOMMENDED MOTION:

Approve the current Code Enforcement Agreement to pay the lien for the property located at 1053 Hickory Ln., in the amount of $3,800 as recommended by the Code Enforcement Board.

Legislation Details (With Text)

File #:	20-769	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/27/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Consider the appointment of Joy Rutherford as a member of the Sustainability Advisory Committee. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Board Application_ Rutherford, J.pdf 10_28_2020 Consideration letter.pdf Sustainability Advisory Committee Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 27, 2020
Agenda Date: November 10, 2020
Prepared By: Carie Shealy, City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the appointment of Joy Rutherford a member of the Sustainability Advisory Committee.

BACKGROUND:

The Sustainability Advisory Committee currently has four (4) vacancies. The following applicant has expressed her desire to be on this committee, as she feels that she can offer representation for adult health day care and assisted living facilities, as she feels that the City is an area of growing need that is largely under represented. The applicant is as follows:

- Joy Rutherford: Owner of Senior Care of Brevard in Cocoa on Willard St.

The applicant meets all of the qualifications for serving on a City board. If appointed, she will not have an expiration date as there are not expirations on the Sustainability Advisory Committee.

STRATEGIC PLAN CONNECTION:

NA

BUDGETARY IMPACT:

NA

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Consider the appointment of Joy Rutherford a member of the Sustainability Advisory Committee.

Carie Shealy

From: noreply@civicplus.com
Sent: Tuesday, October 06, 2020 1:56 PM
To: Carie Shealy
Subject: Online Form Submittal: NEW--Application for Board/Committee Membership

EXTERNAL MESSAGE - USE CAUTION WITH LINKS AND ATTACHMENTS!

NEW--Application for Board/Committee Membership

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

(Please Print)

First Name	Joy
Last Name	Rutherford
Application Date	10/6/2020
Address1	234 Willard St
City	Cocoa
State	Fl
Zip	32922
District	District 3
Home Phone Number	9545495574
Work Phone Number	3216319014
Cell Phone Number	9545495574
Other Phone Number	*Field not completed.*
Place of Business	Senior Care of Brevard
Title/Position Held	Director

Date of Birth*	6/17/1963
E-mail Address	joytford@gmail.com

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

(Section Break)

Various City Boards/Committees Available	Board of Adjustment, Planning & Zoning Board, Redevelopment Agency (Cocoa), Sustainability Advisory Committee

(Section Break)

Eligibility

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

(Section Break)

Miscellaneous Information

Do you currently serve on any other City of Cocoa board?	No

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

(Section Break)

Interests and Experience

Additional Information May be Attached	*Field not completed.*
Briefly state your interest in serving on a City board or committee. Please include information relating to prior service on any governmental board or committee, and any specialized skills or training you feel will help you to qualify for membership on the desired City board or committee.	I own an Adult Day care business in Cocoa. I do not see any representation for adult health day care, assisted living facilities, or any such business. I feel that I have a lot to offer with my background as a Nurse Practitioner, Nurse educator, and a business owner in an area of growing need that is largely under-represented; ie care of the elderly and resources available to families

(Section Break)

State Reporting Requirements

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

Race	African-American
Gender	Female

Disability	*Field not completed.*
	Field not completed.

(Section Break)

Applicant Certification

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

Signature	Joy Rutherford
Date:	10/6/2020
City Board and Committee Information as well as Meeting Information	Boards and Committees

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

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COCOA
FLORIDA

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

October 28, 2020

Ms. Joy Rutherford
234 Willard St.
Cocoa, FL 32922

Dear Ms. Rutherford:

This is to notify you that the Cocoa City Council will consider your application for appointment to the Sustainability Advisory Committee at the Regular City Council meeting being held on Tuesday, November 10, 2020.

If you wish to attend, the meeting will commence at 6:00 p.m. in City Council Chambers, in Cocoa City Hall, 65 Stone Street, Cocoa.

If you have any questions or require additional information, please feel free to call our office at (321) 433-8484.

Sincerely,

Carie E. Shealy

Carie E. Shealy, MAA, MMC
City Clerk

Sustainability Advisory Committee (established by Resolution No. 2017-137) Meets on the First Thursday of the Month **Agency**				**No Expiration**
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
Jennifer L. Riggs Chairperson	1629 N. Indian River Drive Cocoa, FL 32922 District 2 jlovittriggs@gmail.com	414-698-8750	02/27/18 appointed	
~~Melissa Martin~~ **VACANCY**	~~5404 Brilliance Cir.~~ ~~Cocoa, FL 32926~~ ~~Meilang76@gmail.com~~	~~321-439-6118~~	~~01/2019~~ ~~Appointed~~	
~~Jennifer Roberts~~ **VACANCY**	~~1625 Ridge Drive~~ ~~Cocoa, FL 32926~~ ~~theonlyjenyouneed@gmail.com~~	~~321-522-7419~~	~~08/2020~~ ~~appointed~~	
VACANCY ~~Gisele Nieman~~ Resigned effective 11/7/19 ~~(1/3 of members outside of Cocoa)~~	~~4445 Seneca Avenue~~ ~~Cocoa, FL 32926~~ ~~District 1 (unincorporated)~~ ~~Gnieman13@gmail.com~~	~~321-446-8920~~	~~02/27/18~~ ~~appointed~~	
Marlene Weiss Committee member	2415 Tulane Drive Cocoa, FL 32926 District 3 naturalhealingmassage@gmail.com	321-298-5831	02/27/18 appointed	
Linda Gombert	2323 Elon Drive Cocoa, FL 32926 gombert@bellsouth.net	321-639-4017 hm & wk 321-446-9338 cell	06/26/19 appointed	
Angelique Rinaldi (2/3 of members outside of Cocoa)	806 Switchgrass Island Road Cocoa, FL 32926 Angelique.rinaldi@myfloridahouse.gov	321-615-7397 hm	06/26/19 appointed	
Vacancy ~~Robert Musser~~ ~~Vice Chairman~~ *Resigned effective 9/23/2020*	~~407 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~RMusser@att.net~~	~~321-212-7678~~ ~~(hm)~~ ~~321-394-3256~~ ~~(work)~~ ~~727-686-9778~~ ~~(cell)~~	~~04/24/18~~ ~~appointed~~	
Josephine Shim Committee member (1/3 of members outside of Cocoa)	4010 Dakota Avenue Cocoa, FL 32926 Shimjo2001@yahoo.com	321-636-4493 (hm) 321-431-9932 (cell)	04/24/18 appointed	
Kaylyn Palmer	4361 Camberly Street Cocoa, FL 32927	321-458-4576 hm	12/11/19 appointed	

(3/3 of members outside of Cocoa)	kaylynpalmerkbb@gmail.com			
LIAISON	Councilmember Koss	(321) 474-8445	Updated 12/18	
Counsel: Kristin Eick	Garganese, Weiss, D'Agresta & Salzman	(407) 425-9566		
RECORDING SECRETARY	Courtney Jackson	433-8490	Updated 5/13/19	

Legislation Details (With Text)

File #:	20-772	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	10/28/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance. (Assistant City Manager)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	City of Cocoa Emergency Ordinance No. 13-2020.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 28, 2020
Agenda Date: November 10, 2020
Prepared By: Matthew Fuhrer, Assistant City Manager
Through: Stockton Whitten, City Manager
Requested Action:
Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance.

BACKGROUND:

Emergency Ordinance No. 13-2020 Requiring Face Coverings.

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally. The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020 and again on Tuesday October 13, 2020. In accordance with the Ordinance, the City Council must review the action after 30 days or when action can be taken by City Council at the next regularly scheduled City Council meeting. **The Ordinance shall remain in effect until terminated by the City Council.**

While fines and penalties may not be collected under the City's Emergency Ordinance due to Governor Desantis's Executive Order No. 20-244, the City can continue to require face coverings under the Ordinance. At the time of writing this agenda item the COVID-19 cases continue to maintain a statewide daily case number of around 4,000 a day. The Center for Disease Control still encourages the use of face coverings to prevent the spread of COVID-19.

Staff is seeking City Council direction on Cocoa's Emergency Ordinance No. 13-2020 to continue requiring face coverings within the City limits.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

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

PREVIOUS ACTION:

On Wednesday, August 12, 2020 the City of Cocoa passed Emergency Ordinance No. 13-2020 requiring face coverings in places open to the public inside the City limits of Cocoa consistent with the Centers for Disease Control (CDC) and Florida Department of Health (FLDOH) guidelines to help slow the spread of the COVID-19 virus locally.

The ordinance was extended by the Cocoa City Council on Wednesday, September 9, 2020 for an additional 30 days.

The ordinance was extended by the Cocoa City Council on Tuesday, October 13, 2020 for an additional 30 days.

RECOMMENDED MOTION:

Consider whether to allow City of Cocoa Emergency Ordinance No. 13-2020 Requiring Face Coverings to remain in effect or terminate the Ordinance.

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ORDINANCE NO. 13-2020

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA REQUIRING FACE COVERINGS IN PLACES OPEN TO THE PUBLIC THROUGHOUT THE CITY OF COCOA IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, SUBJECT TO CERTAIN EXCEPTIONS; REQUIRING CERTAIN BUSINESS ESTABLISHMENTS OPEN TO THE PUBLIC TO POST WRITTEN NOTICE AT ENTRANCES REGARDING THE REQUIREMENTS OF THIS ORDINANCE; PROVIDING FOR COMPLIANCE, PENALTIES AND ENFORCEMENT; PROVIDING FOR PERIODIC REVIEW OF THIS ORDINANCE BY COUNCIL AND FUTURE TERMINATION AS DEEMED NECESSARY BY THE CITY COUNCIL; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS; NON-CODIFICATION; APPLICABILITY; SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, this is an emergency ordinance of the City Council of the City of Cocoa, Florida enacted pursuant to Section 166.041(3)(b), Florida Statutes and Section 2-54 of the City Code, and has been approved by at least 2/3 vote of the City Council; and

WHEREAS, the coronavirus ("COVID-19) is a respiratory illness caused by a virus that can spread rapidly from person to person, and may result in serious illness and death; and

WHEREAS, the City Council of Cocoa finds that COVID-19 presents a danger to health, safety and welfare of the public and emergency public health measures are required to mitigate against the spread of COVID-19; and

WHEREAS, the City Council has previously proactively directed the implementation of numerous efforts encouraging employees and the public to practice social distancing, wash and sanitize their hands, and clean high touch surfaces; and

WHEREAS, pursuant to Resolution 2020-172, the City Council has also previously urged persons to social distance in public and wear a face covering in places open to the public throughout the City of Cocoa to minimize the spread of the COVID-19 virus; and

WHEREAS, in response to the Coronavirus Disease 2019 ("COVID-19"), Governor Ron DeSantis issued Executive Order No. 20-51 on March 1, 2020, declaring a public

health emergency in the State of Florida, and said emergency has been extended by subsequent emergency orders and remains in effect; and

WHEREAS, after Governor DeSantis issued Executive Order No. 20-91 on April 1, 2020, imposing statewide restrictions on non-essential businesses and activities due to COVID-19 (Safer at Home Order), Governor DeSantis subsequently issued a series of executive orders removing, decreasing and in some cases reinstating or adjusting, the restrictions of the Safer at Home Order in order to provide for the phased re-opening of the State of Florida; and

WHEREAS, the continued operation of businesses providing goods and services is necessary to provide essential goods and services to the public and visitors and to support the local economy; and

WHEREAS, the re-opening of the State of Florida will lead to more contact between individuals gathered together in public places, which is likely to increase the transmission of COVID-19 among individuals and the spread of COVID-19 within Florida communities; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals, sneezing, speaking, and coughing; and

WHEREAS, COVID-19 can be spread by individuals who are asymptomatic, and the infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, on June 20, 2020, the Florida Department of Health issued a Public Health Advisory recommending that residents wear a face covering, which helps the resident protects others from exposure as well as themselves; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") recommends use of facial coverings to reduce the spread of COVID-19; and

WHEREAS, a recent meta-analysis funded by the World Health Organization supports the use of social distancing and facial coverings to minimize transmission of COVID-19, and on June 5, 2020, the World Health Organization changed its position on the use of facial covering, and now supports their use; and

WHEREAS, according to public data provided by the Florida Department of Health, there has been a significant increase in coronavirus cases across the State of Florida and within Brevard County despite mitigation efforts; and

WHEREAS, based on the manner in which the coronavirus is spread, and correlation of infection rates with the presence (or absence) of social distancing measures, the COVID-19 situation is fluid and therefore, it is prudent to be concerned that COVID-19 cases will significantly increase within the City of Cocoa if additional measures are not taken to stop or slow the spread of the virus; and

WHEREAS, COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the City and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and

WHEREAS, the City's police powers and Comprehensive Emergency Management Plan authorize the City Council to take actions during declared emergencies to ensure the health, safety, and welfare of the community, and in this particular case, requiring face coverings when necessary to mitigate against the spread of COVID-19; and

WHEREAS, this Ordinance is issued to protect the health and safety of the citizens, residents and visitors of the City of Cocoa, to assist the healthcare delivery system in its ability to serve those persons infected by COVID-19, and to preserve the public's access to essential services and maintaining the operation of critical infrastructure; and

WHEREAS, it is also necessary to protect the economy and businesses and their customers by taking actions such as requiring face coverings to protect the health and safety of the citizens, residents and visitors of the City of Cocoa; and

WHEREAS, this Ordinance is also issued in support of the implementation of Florida's Safe.Smart.Step-by-Step Plan for Florida's Recovery and Florida's economic recovery from COVID-19; and

WHEREAS, the City Council finds the inconvenience of requiring the use of face coverings with enumerated exceptions is minimal compared to the negative risk of health, safety and welfare of the community associated with the spread of COVID-19 were no such requirement imposed; and

WHEREAS, it has long been recognized that when there is an emergency, the police power gives governmental authorities, such as the City of Cocoa, power to act for the public health and welfare that they might not otherwise have. *See, e.g., Dodero v. Wlaton County*, Case No. 3:20-cv05358-RV/HTC (N.D. Fla. April 7, 2020)(Rejecting injunction request related to beach closure on private property and stating "We are in the midst of a national health emergency [COVID-19], and it seems highly likely at this state

of the case that the county has the authority to take the measure that it has in order to address the emergency."); *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(a community has the right to protect itself against an epidemic of disease which threatens the safety of its members); and

WHEREAS, in support of the legal sufficiency of enacting this Ordinance, the City Council also takes legislative notice of, and relies upon the findings and legal rationale contained in *Jacobson v. Commonwealth of Massachusetts*, 197 U.S. 11 (1905)(upholding a compulsory vaccination law which was enacted during a growing smallpox epidemic in 1905), and several Florida cases upholding face covering requirements to combat the COVID-19 pandemic which have been adopted by several other local governments. *See Green v. Alachua Cty.*, No. 0102020-CA-001249 (Fla. 8th Cir. Ct. May 26, 2020); *Ham v. Alachua Cty. Bd. Of Comm's*, No. 1:20-cv-00111-MW/GRJ (N.D.Fla. May 30, 2020); *Powers v. Leon Cty.,* No. 2020-CA-001200 (Fla. 2d Cir. Ct. July 10, 2020); *Machovec v. Palm Beach County*, No. 2020CA006920AXX (Fla. 15th Cir. Ct. July 27, 2020); and

WHEREAS, enacting the requirements set forth herein by ordinance rather than under local emergency powers, as enumerated in Chapter 252, Florida Statutes, allows the City to enforce such requirements by civil code enforcement and fines instead of criminal prosecution as a second degree misdemeanor; and

WHEREAS, the City Council finds that an emergency exists and the immediate enactment of this Emergency Ordinance is necessary pursuant to Section 166.041(3)(b), Florida Statutes; and

WHEREAS, the City Council also finds that this Emergency Ordinance is necessary for the preservation of the public health, safety and welfare of the citizens and visitors of Cocoa.

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

Section 1. Recitals. The foregoing recitals are hereby adopted by the City Council as material legislative findings of the City of Cocoa and are further fully incorporated herein by this reference as part of this Ordinance.

Section 2. Definitions. The following words used in this Resolution shall have the meaning ascribed below:

"Business Establishment" means a location with a roof overhead where business is conducted, goods are made or stored or processed or where services rendered. The term includes transportation network companies, such as Ubers and Lyft, vehicles operated for mass transit, jitneys, limousines for hire, rental cars, and other passenger vehicles for hire. The term also includes locations where non-profit, governmental, and institutional entities that facilitate public interactions and conduct business. Places of worship and other organized places of public assembly are also included in this term.

"Companion" means a person who is accompanying another person.

"Face Covering" shall mean a uniform piece of material, such as cotton, linen, polyester, that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store bought or homemade, consistent with CDC guidelines. See https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/how-to-make-cloth-face-covering.html.

"Lodging Establishment" shall have the same meaning as the term "transient public lodging establishment" set forth in Section 509.013(4)(a)1, Florida Statutes.

"Place open to the Public" shall mean a place to which the public has access, including, but not limited to, business establishments, public streets, public parks, common areas of buildings and properties, and such other places where the public is free to go. A person's home or residence or private office/commercial space is not a place open to the public.

"School" shall mean a public or private school, including the State University System, State College System, Brevard County School System, schools administered by the State Department of Education, charter schools and other private secondary and primary school institutions.

"Social Distancing" shall mean the practice of a person physically distancing themselves from another person by staying at least six (6) feet apart. Social distancing shall exclude requiring distancing between family members and Companions.

Section 3. Face Covering Required.

Except in situations when one or more of the exceptions list in Section 4 apply, a person shall wear a Face Covering consistent with the current CDC guidelines while within or at a place open to the public within the jurisdictional limits of the City of Cocoa.

Section 4. **Exceptions.** A Face Covering shall not be required for the following persons:

(a) Persons under the age of 2 years are not required to wear a mask under any circumstances. If a person is under the age of 6 years, use of a face covering shall be left to the discretion of that person's parent, guardian or accompanying adult.

(b) Persons observing and maintaining social distancing from other persons in accordance with CDC guidelines at outdoor locations.

(c) Persons within a motor vehicle, except if the motor vehicle is being used as a vehicle-for-hire then the vehicle constitutes a business establishment.

(d) Persons for whom a face covering would cause impairment due to an existing documented or demonstrable health condition or disability. It is the intent of this provision that persons unable to tolerate a face covering for medical, sensory or any other health condition which makes it difficult to utilize a face covering and function in public are not required to wear a face covering. Additionally, it is further intent of this provision that persons having trouble breathing, unconscious, incapacitated or otherwise unable to remove the face covering without assistance are not required to wear a face covering.

(e) Persons working in a business establishment who are in an area not open to the public or who are not interacting face-to-face with the public. However, this exception does not apply to employees of the business establishment who are present in the kitchen or other food and beverage preparation area of a business establishment.

(f) Persons working in, or patrons of, a business establishment where use of a face covering would prevent them from performing the duties or receiving the services of the business establishment.

(g) Persons exercising, while maintaining social distancing.

(h) Persons eating or drinking.

(i) Public safety, fire, and other life safety and health care personnel utilizing their personal protective equipment required by their respective agencies.

(j) A person speaking with another individual who is hearing impaired where the hearing impaired individual needs to observe the person's mouth in order to understand what is spoken.

(k) Persons for whom a face covering would conflict with the American with Disabilities Act (ADA).

(l) Students and persons at any location under the control of the school shall be governed by the school's policy regarding face coverings when such students and persons are on school campus.

(m) Persons in a lodging establishment who is inside of the lodging unit including, but not limited to, a hotel room, motel room, bed & breakfast room, vacation rental unit, timeshare unit or similar lodging unit.

Section 5. Business Establishments – Posting Notice. Every business establishment that has a place open to the public shall post signage at the establishment's entrance in a conspicuous place notifying all persons of the requirement to wear a face covering as required by this Ordinance. Owners of business establishments that have a place open to the public shall notify its customers and employees of the requirements of this Ordinance.

Section 6. Compliance and Enforcement. This Ordinance is intended as an emergency measure in furtherance of the City's police powers under home rule, and violations of this Ordinance are a noncriminal infraction. This Ordinance does not authorize the search or arrest of an individual. This Ordinance shall be subject to civil code enforcement only. This Ordinance shall not be considered an emergency measure under the Section 252-47 and 252.50, Florida Statutes, and violators shall not be subject to criminal prosecution. The City seeks voluntary compliance with the provisions contained in this Ordinance and to educate and warn of the dangers of non-compliance. However, in the event compliance is not achieved voluntarily, then as a last resort, this Ordinance shall have the full force and effect of law of the City of Cocoa, and violations shall be a non-criminal civil infraction, enforceable as follows:

(a) Prior to issuance of a code enforcement citation, the person will be asked to comply with this Ordinance or be able to explain how an exception in Section 4 applies to them.

(b) After the inquiry set forth in (a), a code enforcement citation may be issued for a violation of this Ordinance, and a civil penalty imposed against the violator as follows:

(1) For the first two (2) violations, a no penalty civil citation shall be issued against the violator.

(2) For the third and subsequent violations against the violator, a civil citation shall be issued with a penalty of fifty dollars ($50.00) for each violation. In lieu of paying the civil penalty, the violator may provide one (1) hour of community service to address needs within the City of Cocoa. The community service shall be determined by the City Manager and be required to benefit the community service needs of the City in some tangible way.

(c) The City reserves all other remedies available at law or equity to require compliance with this Ordinance including, but not limited to, injunctive relief, trespass and closure of public areas within the City's control.

Section 7. 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. Resolution No. 2020-172 which urged the public to wear face coverings is hereby superseded and expressly repealed by this Ordinance.

Section 8. Non-Codification of Ordinance. Because of the temporary emergency nature of this Ordinance, this Ordinance shall not be codified in the City Code.

Section 9. Severability; Conflicts; Applicability.

(a) 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.

(b) Any provision within this Ordinance that conflicts with any State or Federal law or constitutional provision, or conflicts with or are superseded by a current or subsequently issued Executive Order of the Governor, the President of United States, or Brevard County shall be deemed inapplicable and deemed to be severed from this Ordinance, with the remainder of this Ordinance remaining intact and in full force and effect.

(c) This Ordinance has no application outside of the municipal boundaries of the City of Cocoa.

(d) Nothing contained herein shall require or allow a person to wear a Face Covering so as to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

Section 10. Report to City Council; Sunset Ordinance. The City Council will periodically review this Ordinance approximately every thirty (30) days following the effective date of this Ordinance to determine whether this Ordinance should be terminated depending on the status of the COVID-19 emergency. The City Manager shall schedule the review on a regular or special meeting agenda. During this periodic review process, the City Council reserves the right to terminate this Ordinance by majority vote at any time, without notice.

Section 11. Effective Date. This Ordinance shall become effective at 12:01 a.m. on Saturday, August 15, 2020, and shall remain in effect until repealed by the City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in accordance with Section 166.041(3)(b), Florida Statutes by an affirmative vote of 2/3 of the City Council, in a regular meeting assembled on the 12th day of August, 2020.

Jake Williams Jr., Mayor

ATTEST:

Carie Shealy, City Clerk

Legislation Details (With Text)

File #:	20-776	**Version:**	1	**Name:**	
Type:	Appointment			**Status:**	Council Busines
File created:	10/30/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Consider the reappointments of Mr. Wesley Park, Mr. David Prather and Ms. Barbara Kinsey as members of the Utilities Advisory Board through November, 2023. (Administrative Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Wesley_Park-Expiration_Letter-Signed.pdf David_Prather-Expiration_Letter-Signed.pdf Barbara_Kinsey-Expiration_Letter-Signed.pdf Utilities Advisory Board Roster.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2020
Agenda Date: November 10, 2020
Prepared By: Monica Arsenault, Assistant City Clerk
Through: Tammy Gemmati, Administrative Services Director
Requested Action:
Consider the reappointments of Mr. Wesley Park, Mr. David Prather and Ms. Barbara Kinsey as members of the Utilities Advisory Board through November, 2023.

BACKGROUND:

The Utilities Advisory Board currently has five Regular board members, one of which will be allowing his term to expire which will leave one open vacancy in addition to the two alternate member vacancies. Earlier this year, it was requested by City Council to advertise Board vacancies to generate more interest. During the month of November, four members' terms will expire. Therefore, the Board will ultimately have 3 vacancies.

Mr. Wesley Park has served on the Utilities Advisory Board since May, 2017. His current term expires on November 30, 2020, and he has expressed a willingness to serve for an additional three years. Mr. Park meets all of the qualifications for serving on a City board, and his intent to reapply letter is attached for your review. If reappointed, Mr. Park's term would be through November 30, 2023.

Mr. David Prather has served on the Utilities Advisory Board since September, 2018 and his current term expires November 30, 2020. He has expressed a willingness to serve for another three years.

Mr. Prather meets all qualifications to serve on a City board. If reappointed, his term will be through November 30, 2020. His intent to reapply letter is attached for your review.

Ms. Barbara Kinsey has served on the Utilities Advisory Board since February, 2016. Her current term expires on November 30, 2020 and she has expressed a willingness to serve for another three years. Ms. Kinsey also meets all qualifications to serve on a City board. If she is reappointed, her term will be through November 30, 2020. Her intent to reapply letter is attached as well as a current Utilities Advisory Board roster.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

N/A

PREVIOUS ACTION:

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

RECOMMENDED MOTION:

Consider the reappointments of Mr. Wesley Park, Mr. David Prather and Ms. Barbara Kinsey as members of the Utilities Advisory Board through November, 2023.

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

October 27, 2020

Mr. Wesley Park
1112 Abington St.
Cocoa, FL 32922

Dear Mr. Park:

Your term of office on the Utilities Advisory Board will expire November 30, 2020. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. Please return it to me in the enclosed self-addressed, stamped envelope as soon as possible.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy, MMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, Wesley Park

X seek reappointment

_____ do not seek reappointment

as a member of the Utilities Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

Wesley Park

Wesley Park

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Office of the City Clerk
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8480 I Fax: (321) 433-8455

October 27, 2020

Mr. David Prather
29 Riverside Drive #401
Cocoa, FL 32922

Dear Mr. Prather:

Your term of office on the Utilities Advisory Board will expire November 30, 2020. I plan to place this item on an upcoming City Council meeting agenda.

Please indicate on the attached reappointment form whether you would like to serve again for another three-year term. Please return it to me in the enclosed self-addressed, stamped envelope as soon as possible.

Thank you for your attention to this matter. If you have any questions, please contact me.

Sincerely,

Carie Shealy, MMC
City Clerk

Enclosures: as stated

In response to inquiry by the Office of the City Clerk, I, David Prather

DP seek reappointment

_____ do not seek reappointment

as a member of the Utilities Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

David Prather

Additional Comments: _____

_____

_____

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

In response to inquiry by the Office of the City Clerk, I, Barbara Kinsey

✓ seek reappointment

_____ do not seek reappointment

as a member of the Utilities Advisory Board for the City of Cocoa for a three-year term.

Sincerely,

Barbara S Kinsey

Barbara Kinsey

Additional Comments: I look forward to continuing my service on the Utilities Advisory Board. Thank you.

Return to: Office of the City Clerk
City of Cocoa
65 Stone Street
Cocoa, FL 32922

Utilities Advisory Board	**Meets Quarterly on the Fourth Tuesday @ 6pm**		**Expirations in November**	
MEMBER	**ADDRESS**	**PHONE**	**APPOINTED**	**EXPIRES**
David Greenwell	2813 Kenyon Ave. Cocoa, FL 32926 5255734@gmail.com	321-525-5734	01/2019 Appointed	2022
Wesley Park	1112 Abington St. Cocoa, FL 32922 Wesley.n.park@gmail.com	298-2685 (H) 298-4943(W)	05/17 Appointed	2020
David Prather (replaced R. Holt's term)	29 Riverside Drive #401 Cocoa, FL 32922 david@prather.org	407-620-3144 (cell)	09/18 Appointed	2020
~~David H. Jollay~~ **Vacancy**	~~1515 N. Indian River Drive~~ ~~Cocoa, FL 32922~~ ~~dhjollay@yahoo.com~~	~~452-8694 (H)~~ ~~327-6479 (w)~~ ~~432-2006 (C)~~	~~12/17 Reappointed~~ ~~03/16 Appointed~~ ~~(fulfilled term of F. Barzee)~~	~~2020~~
Barbara Kinsey	1628 Manor Drive Cocoa, FL 32922 bsgouraki@gmail.com	638-0269 (H) 652-9049 (C)	02/16 Appointed (fulfilled vacancy from A. Sims) 11/17 Reappointed	2020
Vacancy - 1st Alternate Member				
VACANCY-2nd Alternate				
Brevard County Member(s) Mark Reagan, JD, PE, Engineer III, Utility Services Department, Alternate	2725 Judge Fran Jamieson Way, Building A-213 Viera FL 32940 Address same as above	633-2089 mreagan@brevardcounty.us steve.peffer@brevardcounty.us	Notice of appointment received 6/11/2010	
Jeff Ratliff Capital Projects Director	City of Cape Canaveral 100 Polk Avenue Cape Canaveral, FL 32920 j.ratliff@cityofcapecanaveral.com	321-868-1223		
Scott Barber Director, Water Reclamation	City of Cocoa Beach 1600 Minutemen Causeway Cocoa Beach, FL 32932 sbarber@cityofcocoabeach.com	321-868-3321		
Matthew Trine Finance Director	City of Rockledge 1600 Huntington Lane Rockledge, FL 32955 mtrine@cityofrockledge.org	321-221-7540		

LIAISON	Councilmember Koss	321-474-8445	Updated 12/18	
Counsel: None				
RECORDING SECRETARY	Norma Hernandez	433-8701		

Legislation Details (With Text)

File #:	20-777	**Version:**	1	**Name:**	
Type:	Informational Item			**Status:**	Council Busines
File created:	10/30/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	City Council direction to provide a Local Government Contribution for the Housing Trust Group who is seeking Florida Housing Finance Corporation's (FHFC) SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) 2020-205. (Community Services Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Attachment A - Orchid Lake - City of Cocoa Request Letter.pdf Attachment B - Orchid Lake - FHFC Grant Form.pdf Attachment C - Orchid Lake - FHFC Fee Waiver Form.pdf Attachment D - Resolution 98-2.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 30, 2020
Agenda Date: November 10, 2020
Prepared By: Nancy A. Bunt, Community Services Director
Through: Stockton Whitten, City Manager
Requested Action:
City Council direction to provide a "Local Government Contribution" for the Housing Trust Group who is seeking Florida Housing Finance Corporation's (FHFC) SAIL Financing of Affordable Multifamily Housing Developments to be used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) 2020-205.

BACKGROUND:

The City has received a request for a local government contribution to the Florida Housing Finance Corporation's (FHFC) SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) 2020-205 under the "Local Government Contribution." The RFA cycle began August 6, 2020 and applications are due November 12, 2020. As part of the application, developments that obtain a Local Government Contribution provide evidence of a Local Government grant, loan, fee waiver and/or fee deferral, that is effective as of the Application Deadline, is in effect at least through June 30, 2021, and has a value whose dollar amount is equal to or greater than $50,000.

The City may not contribute cash loans and/or cash grants to more than one proposed Development

applying for a Local Government Contribution. During the ranking process outline in Section 5 A of the RFA, if multiple applications demonstrate Local Government loans and/or grants from the same jurisdiction in an amount sufficient to qualify as a Local Government Contribution, then all such applications will be deemed ineligible to qualify for the considered Local Government Contribution.

The total amount of permanent funding resources, in the form of cash loans and/or cash grants from the City will, for purposes of the provision, be considered to be “Local Government Contribution.” This funding shall be used for the construction and/or rehabilitation of the proposed development and shall be paid in full by the City no later than 90 days following the date the proposed development is placed in-service.

In order to be eligible to be considered for Local Government Contribution Funding, the cash loans and/or cash grants must be demonstrated via one or both of the Florida Housing Local Government Verification of Contribution forms (Form Rev. 07-2019), called “Local Government Verification of Contribution - Loan” form and/or the “Local Government Verification of Contribution - Grant, Fee Waiver or Fee Deferral” form. The forms must meet the requirements outlined in 11.c. of the RFA. The qualifying funding must be reflected as a source on the Development Cost Pro Forma.

FHFC Board approval is anticipated during the March 2021 board meeting. Upon the receipt of an award and the invitation to credit underwriting from FHFC the awarded project, the developers will begin the final negotiations with debt and equity providers. Closing would be scheduled to occur August 2021 and construction commencing immediately thereafter. Construction completion estimated before December 2022. Lease-up will begin upon 50% construction completion and it is estimated by early 2023 the property will be 100% leased up.

The proposed affordable and elderly rental project is:

Orchid Lake - Cocoa Parcel ID # 24-36-20-00-0

Mr Jason Larson, of Housing Trust Group (HTG) has presented a proposal to construct Orchid Lake. HTG proposes to construct a 110-unit rental housing development for seniors aged 55+. The parcel is located at the southeast corner of Cocoa Lakes Drive and Michigan Avenue.

The development shall consist 74 one bedroom/one bath units (rents range between $454 and $779 per month) and 36 two-bedroom/two bath units (rents range between $623 and $934 per month). The one-bedroom units shall be approximately 700 square feet and the two-bedroom units shall be approximately 900 square feet.

The buildings will be three (3) stories with elevators. At least 15% of the units will have roll-in showers and will include the following features oriented for seniors:

- Horizontal grab bars in place around each tub and/or shower - meets/exceeds 2010 ADA Standards for Accessible Design, Section 609.
- Reinforced walls for future installation of horizontal grab bars in place around each toilet, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 604.5.1.
- 17-19 inch high toilets (measured from finished floor to top of toilet seat)
- Roll-out shelving/drawers in all bottom bathroom vanity cabinets.
- Adjustable shelving in master bedroom closets.

powered by Legistar™

- Large drawer in at least one of the kitchen's bottom or base cabinets.

Development Amenities include:

- Swimming Pool
- Shuffleboard Court
- Dog Park
- Club Room
- Exercise Room
- Business Center
- On Site Property Management and Maintenance Staff

HTG is requesting that the City approve a $50,000 grant or fee waiver as the "Local Government Contribution" if the project is funded by FHFC and allow the Mayor to sign all necessary forms as required by FHFC. The $50,000 fee waiver could be a building permit fee waiver or a water/sewer impact fee waiver. If Council approves a water/sewer impact fee waiver, in accordance with Resolution 98-2, City Council must find that (i) such action will result in a substantial increase in the City's tax base or offer additional jobs to the citizens of the City and (ii) such action will not impair the City's ability to meet the covenants contained within the Resolution. Such action shall require the affirmative vote of at least four (4) members of Council. A third option is a $50,000 grant from general fund.

STRATEGIC PLAN CONNECTION:

Community Development (Redevelopment of the City's Core) - Supporting these projects the City will raise the quality of life for all its elderly residents, especially those underserved and disadvantaged.

BUDGETARY IMPACT:

There is no direct budgetary impact at this time.

PREVIOUS ACTION:

On January 13, 2015, City Council approved a fee waiver in the amount of $50,000 to DFP Enterprises for the "Clearlake Isles" development.

In the fall of 2018, HTG submitted this development in 2018 with tentative City support. However, the project was not selected due to the high lottery number drawn.

In the fall of 2019, HTG submitted this development in 2019. However, the project was not selected due to the high lottery number drawn.

In the fall of 2019, the Retreat at Cocoa Commons submitted an elderly rental development, the city provided tentative support. The project was funded by FHFC and is currently under site plan review.

RECOMMENDED MOTION:

City Council direction to provide a Local Government Contribution in the form of a grant or fee waiver for the Housing Trust Group who is seeking Florida Housing Finance Corporation's (FHFC) SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (RFA) 2020-205.

3225 Aviation Avenue • Suite 602 • Coconut Grove, FL 33133 • *Tel:* 305.860.8188 • Fax*:* 305.856.1475 • www.htgf.com

October 30, 2020

John Titkanich
City Manager
City of Cocoa
65 Stone Street
Cocoa, FL 32922

RE: Orchid Lake - a 110 Unit Rental Housing Development Affordable to Seniors Aged 55+ to be Located at the SE Corner of Cocoa Lakes Drive and Michigan Avenue in the City of Cocoa Parcel Number 24-36-20-00-1

Mr. Titkanich,

You may remember we had originally submitted the above referenced development for your review in the fall of 2016; however, Florida Housing would not allow us to deed restrict the property as housing for senior citizens because the nearby Clearlake Isles was under construction and additional applications for senior housing would not be allowed until Clearlake Isles was fully leased and operational.

Clearlake Isles is now fully leased with a large waiting list and Florida Housing in now financing new deed restricted senior housing development in the nearby area.

In light of the above we are planning to submit this affordable rental senior housing development proposal to Florida Housing on November 12, 2020 for funding consideration.

Our proposed unit mix and rental rates are as follows:

Type	Rental Rate	#of Units	%AMI	Unit %	Sq. Ft.
1br/1b Tax Credit	$454	7	35%	7%	700
1br/1b Tax Credit	$779	67	60%	60%	700
2br/2b Tax Credit	$623	4	40%	4%	900
2br/2b Tax Credit	$934	32	60%	29%	900
Total		110		100%	

The buildings will be three (3) stories with elevators. At least 15 percent of the units will have roll-in showers and will include the following features geared for Seniors:

• Horizontal grab bars in place around each tub and/or shower, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 609.

• Reinforced walls for future installation of horizontal grab bars in place around each toilet, the installation of which meets or exceeds 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall);

• Toilets that are 17 inches to 19 inches in height as measured from the finished floor to the top of the toilet seat;

• Roll-out shelving or drawers in all bottom bathroom vanity cabinets;

• Adjustable shelving in master bedroom closets (must be adjustable by resident); and

• In at least one of the kitchen's bottom or base cabinets, there shall be a large drawer that has full extension drawer slides.

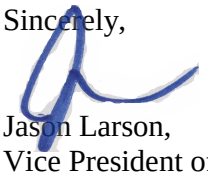
Conclusion

Thank you very much for the opportunity to submit this proposal. If this development is funded by Florida Housing, it will bring much needed affordable housing to the senior citizens of Cocoa.

To finalize our application to Florida Housing we are requesting that the City executes either the current Grant or Fee Waiver form.

We look forward to creating this exciting development.

Sincerely,



Jason Larson,
Vice President of Development
Housing Trust Group

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – GRANT FORM

Name of Development: Orchid Lake

Development Location: Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Cocoa
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Cocoa commits $ 50,000 as a grant to the Applicant for its use solely for assisting the proposed Development referenced above. The City/County does not expect to be repaid or reimbursed by the Applicant, or any other entity, provided the funds are expended solely for the Development referenced above. No consideration or promise of consideration has been given with respect to the grant. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this grant must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

The source of the grant is: _____
(e.g., SHIP, HOME, CDBG)

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ _____
Signature Print or Type Name

_____
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION - FEE WAIVER FORM

Name of Development: Orchid Lake

Development Location: Michigan Ave, Michigan Ave and Cocoa Lakes Drive, Cocoa
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Cocoa, pursuant to _____
_____, waived the following fees: _____
(Reference Official Action, cite Ordinance or Resolution Number and Date)
_____
_____.

Amount of Fee Waiver: $ 50,000.

No consideration or promise of consideration has been given with respect to the fee waiver. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. This fee waiver must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

_____ _____
Signature Print or Type Name

_____
Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager/Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

RESOLUTION 98-2

A RESOLUTION AMENDNG RESOLUTION 93-27 OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, AS SUPPLEMENTED, RELATED TO THE ISSUANCE BY THE CITY OF WATER & SEWER SYSTEM IMPROVEMENT REVENUE BONDS TO CLARIFY CERTAIN PROVISIONS THEREOF RELATED TO THE AUTHORITY TO ESTABLISH DIFFERENT RATE CLASSES AND THE REDUCTION AND WAIVER OF RATES, FEES, CHARGES, AND ASSESSMENTS UNDER LIMITED CIRCUMSTANCES; PROVIDING FOR SEVERABILITY AND REPEAL OF INCONSISTENT PRIOR RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA:

SECTION 1. FINDINGS. It is hereby found and determined that:

(A) On August 18, 1993, the City Council (the "Council") of the City of Cocoa, Florida (the "City"), duly adopted resolution 93-27, (the "Master Resolution").

(B) The Master Resolution, among other things, authorized the issuance by the City of $12,610,000 Water and Sewer System Refunding Revenue Bonds, Series 1993A, dated August 1, 1993 and $28,035,000 Water & Sewer System Improvement Revenue Bonds, Series 1993B (collectively, the "Series 1993 Bonds"), of which $36,220,000 aggregate principal amount remains outstanding.

(C) The Master Resolution provides for the issuance of Additional Bonds in order to, among other things, finance the Costs of Improvements, upon meeting the requirements set forth therein.

(D) The City having complied with the terms, limitations and conditions contained in the Master Resolution related to the issuance of Additional Bonds adopted resolution 97-13 which authorized the issuance of the City of $27,500,000 Water and Sewer System Improvement Revenue Bonds, dated April 1, 1997 (the "Series 1997 Bonds") of which $27,500,000 principal amount remains outstanding.

(E) The Council has determined that it is in the best interests of the health, safety and general welfare of its citizens to establish certain economic incentives to attract users of the System who will substantially increase the City's tax base or offer additional jobs to citizens of the City.

(F) Certain ambiguities exist in the Master Resolution regarding the Council's scope of authority to create different classes of rates and its authority to waive or reduce the fees, charges, assessments, and rates, for users located within the City that prove to meet the criteria to be established by the City in order to grant such economic incentives.

(G) This resolution is necessary to clarify the ambiguities that exist and establish the scope of authority of the Council, within the framework of the Master Resolution, to establish guidelines and procedures by separate resolution or ordinance of the Council with respect to granting economic incentives while simultaneously protecting the rights and interests of the holders of the Bonds.

SECTION 2. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This Supplemental Resolution is enacted pursuant to the provisions of the Master Resolution, the Act and other applicable provisions of law.

SECTION 3. DEFINITIONS. When used in this Supplemental Resolution, the terms defined in the Master Resolution shall have the meanings therein stated, except as such definitions shall be hereinafter amended and defined.

SECTION 4. MASTER RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Master Resolution and all the terms and provisions thereof are and shall remain in full force and effect. Section 809 of the Master Resolution is hereby amended and restated in its entirety to read as follows:

> "**Section 809. No Free Service; Preferential Rates**. Except as provided below; the City will not render, or cause to be rendered, any free services of any nature by its Water and Sewer System or any part thereof.
>
> If the City, or any department, agency, instrumentality, officer or employee thereof, shall avail itself of the Water and Sewer System or services provided by said Water and Sewer System or any part thereof, the same rates, fees, charges or assessments applicable to other customers receiving like services under similar circumstances shall be charged the City and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be Revenues derived from the operation of the Water and Sewer System and shall be deposited and accounted for in the same manner as other Revenues.
>
> Except as provided below; the City shall not establish preferential rates for users. Notwithstanding the foregoing, the City may reasonably establish different classes of users of any component or components of the Water and Sewer System for purposes of charging different rates between classes (e.g. residential users, commercial users, users located inside City limits, users located outside City limits, etc.).
>
> The City may reduce or waive the imposition of any rates, fees, charges or assessments for individual users located within the City limits of any component or components of the Water and Sewer System if the City determines and finds that it is in the best interests of the health, safety and general welfare of its citizens to grant such reduction or waiver. The waiver or reduction of such rates, fees, charges or assessments will require prior findings of the Council that (i) such action will result in a substantial increase in the City's tax base or offer additional jobs to the citizens of the City and (ii) such action will not impair the City's ability to meet the covenants contained in this Resolution. Such action shall require the affirmative vote of at least four members of Council."

SECTION 5. GENERAL AUTHORITY. The members of the City Council, the Mayor or Deputy Mayor, the City Clerk and any designated Deputy Clerk and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Supplemental Resolution or desirable or consistent with the requirements hereof, for the full punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 6. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy or express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 1997 Bonds.

SECTION 7. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This supplemental resolution shall become effective immediately upon its adoption.

This Resolution has been duly adopted this 13th day of Jan., 1998.

CITY COUNCIL OF THE CITY OF COCOA, FLORIDA

(SEAL)

By: Michael Colon Jr
Mayor

ATTEST:

Joan Clark
City Clerk

APPROVED AS TO FORM:

City Attorney

Legislation Details (With Text)

File #:	20-738	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/20/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Award RFQ Q-20-11-COC to Integrated Fire and Security Solutions in the Amount of $2,378,456; To Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $237,845 (10% of the contract amount) for a Total Project Cost of $2,616,301; To Authorize the City Manager to Negotiate and Execute the Agreement with the Recommended Contractor. (Utilities Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Bid_Proposal Summary_Q-20-11-COC.pdf Bid Tabulation Sheet RFQ Q-20-11-COC.xls RFQ Q-20-11-COC OVERALL EVALUATION RESULT 6-10-2020.pdf Res Proj Contingency - IFSS.doc				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 20, 2020
Agenda Date: November 10, 2020
Prepared By: Katherine Ennis, P.E., Utilities Deputy Director
Through: John A. Walsh, P.E., Utilities Director
Requested Action:
To Award RFQ Q-20-11-COC to Integrated Fire and Security Solutions in the Amount of $2,378,456; To Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $237,845 (10% of the contract amount) for a Total Project Cost of $2,616,301; To Authorize the City Manager to Negotiate and Execute the Agreement with the Recommended Contractor

BACKGROUND:

The security system project encompasses an integrated system that involves multiple facilities. Included in the project are numerous equipment improvements. Details are exempt from public records and public meeting disclosure pursuant to Section 119.0713(5) and Section 286.0113, Florida Statutes.

This project was identified as one of the projects to be funded with Series 2018B Bond dollars.

On February 10, 2020, Purchasing published three hundred and thirty seven (337) notifications to

bid, zero (0) supplemental suppliers and received one (1) response from nineteen (19) plan holders for this RFQ.

March 11, 2020, Statements of Qualifications were received from Integrated Fire and Security Solutions (IFSS), Fort Myers, Florida. The RFQ review committee consisting of Katie Ennis, Kevin Joseph and Troy Howell met on June 10, 2020 and after evaluation of the submittal, IFSS was found to be the most qualified, and only respondent for this project. IFSS also has prior experience with the City of Cocoa and our access controls security system.

On July 31, 2020, a request for quotation was sent to IFSS and their quotation was received by the City on September 9, 2020. City staff reviewed the quotation and recommend awarding the contract to IFSS in the amount of $2,378,456.

City staff is also requesting that City Council approve an additional $237,845 as a contingency for the project. The additional amount is 10% of the contract amount and will be used for change orders with approval by the City Manager. Although City staff does not anticipate changes orders, there is a possibility of unknown obstacles in the field that would require changes to the project budget and/or schedule. If a change order is needed, the additional amount will allow the project to continue to move forward.

The additional $237,845.00 will not be added to the initial purchase order and each change order will be reviewed by staff before it is sent to the City Manager for approval.

STRATEGIC PLAN CONNECTION:

N/A

BUDGETARY IMPACT:

Budgeted	Yes
If not budgeted, is amendment/transfer attached?	N/A
Amount Requested	$2,616,301
Account Number	426-4055-536.63-00, WS1404
Account Name	Infrastructure
Source of Funds	Series 2018B Bond

PREVIOUS ACTION:

On February 4, 2017, City Council approved Task Order 2017-02 with CH2M Hill Engineers, Inc. (now Jacobs Engineering) to provide design and permitting services for Security System Improvements at the Dyal Water Treatment Plant, Project No. WS1404, Chemical Conversion and

Reliability Improvements Project.

RECOMMENDED MOTION:

To Award RFQ Q-20-11-COC to Integrated Fire and Security Solutions in the Amount of $2,378,456; To Approve a Resolution Authorizing the City Manager to Approve Change Orders and Other Related Purchases in an Amount Not To Exceed $237,845 (10% of the contract amount) for a Total Project Cost of $2,616,301; To Authorize the City Manager to Negotiate and Execute the Agreement with the Recommended Contractor.

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

BID / PROPOSAL SUMMARY

To: Utilities Director

From: Heath Hancher, Purchasing & Contracts Manager

Date: 3/11/2020

Re: **RFQ Q-20-11-COC: Security Project – Dyal Water Treatment Plant**

Bids for the subject offering were opened on March 11, 2020 at 3:00 p.m. Purchasing broadcasted three-hundred, thirty-seven (337) invitations and notifications to bid, zero (0) supplemental suppliers and received one (1) responses from nineteen (19) plan holders for this bid.

RESPONDENTS FOR THIS RFQ ARE: Integrated Fire and Security Solutions – Fort Myers, FL

This proposal was received on-time and consisted of five (5) copies, one (1) original proposal. Note, the vendor omitted the required USB Drive from their proposal.

After reviewing the enclosed proposals please follow the guidelines shown below to initiate the purchasing process:

- ➔ Review proposals and select recommendation for award.
- ➔ Determine if RFQ should be re-broadcasted for additional participants (If necessary)
- ➔ Verify Insurance Requirements can be met.
- ➔ Obtain quotes for services.
- ➔ Prepare agenda item and contract as necessary for Council Approval.
- ➔ Prepare requisition and attach the following items:
  - Copy of Approved City Clerk's Journal and Agenda
  - Memo identifying the Review Committee
  - Bid Tabulation Sheet
  - Evaluation Worksheet
  - Form of agreement (Contract)
  - All specifications for the awarded proposal
  - Copy of General Liability Insurance, with the City of Cocoa named as an additional insured on the policy.

Heath Hancher, PmP, CPPM
Purchasing & Contracts Division Manager

Overall Evaluation for RFQ # Q-20-11-COC

Project

Security System Improvement Project for the Claude H. Dyal Water Treatment Plant and other Remote Facilities

Firm being Evaluated

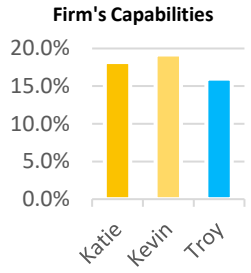
Integrated Fire and Security Solutions

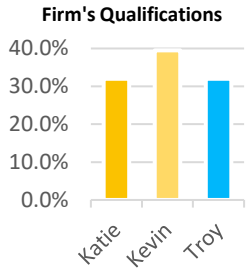
Evaluators

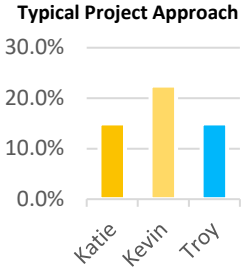
Katie Ennis, Kevin Joseph & Troy Howell

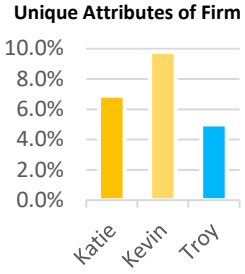
Date Evaluated

Wednesday, June 10, 2020

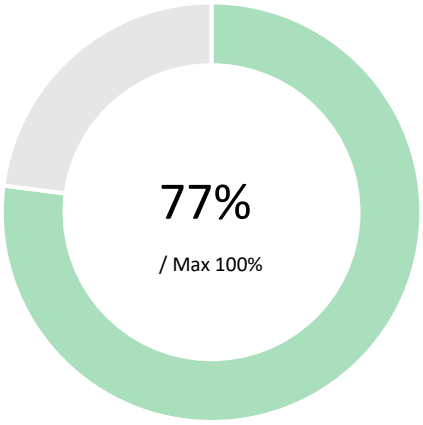








Overall Average Score



This Firm was evaluated based on Four (4) Criteria:

Criteria
Firm's Capabilities with weight of 20%
Firm's Qualifications with weight of 40%
Typical Project Approach with weight of 30%
Unique Attributes of Firm with weight of 10%

The Four (4) Criteria consisted of 28 areas that were evaluated as follows:

Evaluation Scale
0 - Not Covered in Proposal
1 to 4 - Less than Adequate
5 to 7 - Adequate
8 to 10 - More than Adequate

Evaluation for RFQ # Q-20-11-COC

Project

Security System Improvement Project for the Claude H. Dyal Water Treatment Plant and other Remote Facilities

Firm being Evaluated

Integrated Fire and Security Solutions

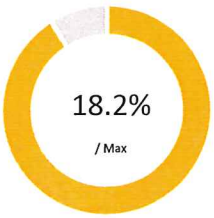
Evaluator

Katie Ennis

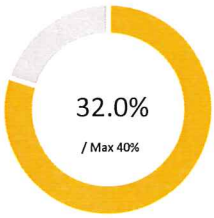
Date Evaluated

Monday, June 8, 2020

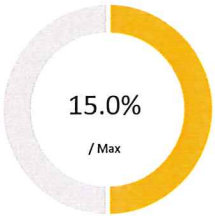
Firm's Capabilities



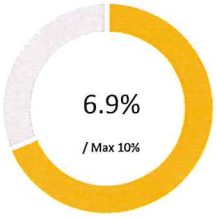
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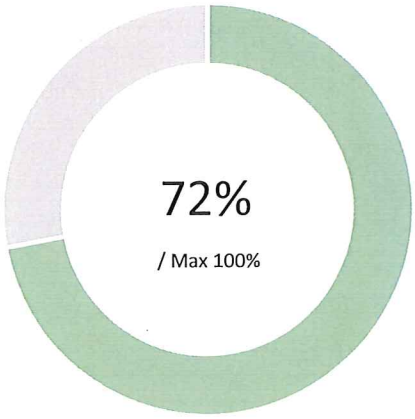
Typical Project Approach



Unique Attributes of Firm



Overall Score



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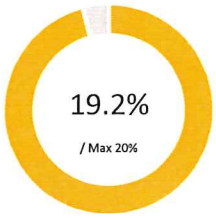
Evaluator

Kevin Joseph, MSCE, E.I.

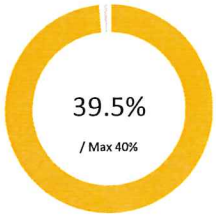
Date Evaluated

Tuesday, May 12, 2020

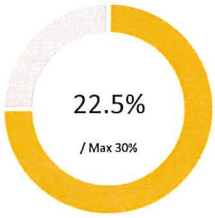
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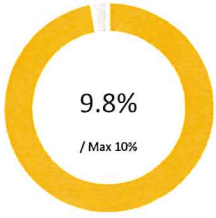
Firm's Qualifications



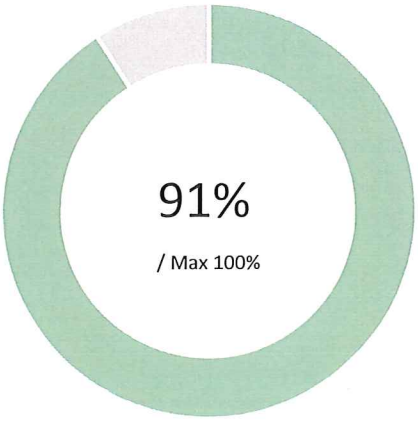
Typical Project Approach



Unique Attributes of Firm



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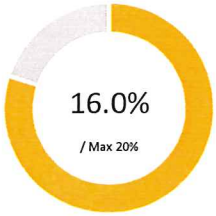
Evaluator

Troy Howell

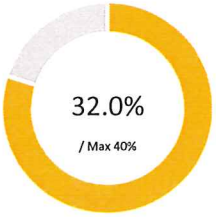
Date Evaluated

Wednesday, June 10, 2020

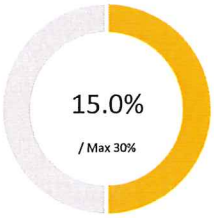
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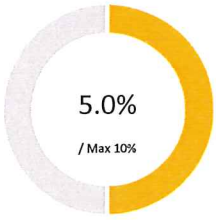
Firm's Qualifications



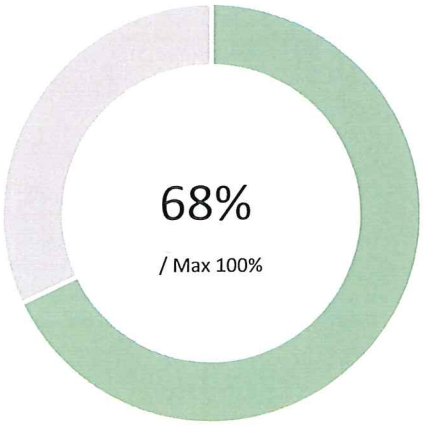
Typical Project Approach



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Legislation Details (With Text)

File #:	20-763	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/27/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve the Budget Resolution and BAF 21-023-A recognizing the FIND Grant Funding Revenue (BV-CO-20-146 - Phase 1), for the design and permitting related to the boat ramps restoration at Lee Wenner Park. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FIND Phase 1 - Boat Ramps.pdf Internal Grant Application - FIND Grant (Dredging and Boat Ramp).pdf Budget Resolution.docx BAF 21-023-A-PW-Boat Ramp (11-10-20) 20-763.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 27, 2020
Agenda Date: November 10, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the Budget Resolution and BAF 21-023-A recognizing the FIND Grant Funding Revenue (BV-CO-20-146 - Phase 1), for the design and permitting related to the boat ramps restoration at Lee Wenner Park.

BACKGROUND:

Previously, the City of Cocoa and the Cocoa CRA updated the Cocoa Community Redevelopment Agency Plan. The plan included rebuilding and hardening of several amenities damaged beyond repair during Hurricane Irma with included enhancements previously contemplated in the plan. The completed amenities include the shoreline of Lee Wenner Park, T-dock, Day Slips, and the Riverfront Park Promenade. With the acquisition of the remaining parcels of Lee Wenner Park from Brevard County in 2017 many other improvements were identified in addition to those in the original plan.

The docking amenities were recently completed and opened for public use. In addition to the public docking facilities the park also serves as a regional public boat launching facility. The boat launching facility is currently in need of structural repair to the ramps as well as the finger launching piers. The improvements were deemed eligible for submission of a Florida Inland Navigational District (FIND) grant and on March 11, 2020, City Council approved the grant application for this project.

The grant was subsequently awarded through FIND for the current funding cycle. The grant allows for up to a 50% reimbursement for phase one activities that include design, permitting and engineering. Phase two activities include demolition and reconstruction of the existing ramps and embankments, as well as re-stabilizing the existing launching docks and will be submitted as part of the upcoming FIND grant submission period in March 2021. The facilities will be evaluated for additional user enhancements and resiliency measures. It is anticipated the construction would begin in 2021 if awarded.

The Cocoa CRA budgeted for the expense and BAF#21-021-A provides a transfer to the general fund as the Grant Agreement and Award can only be executed with the City. The transfer from the CRA will provide the matching amount of $25,000 for the grant to account 001-3520-572.31-13 (Project GR2105).

STRATEGIC PLAN CONNECTION:

The improvement of the waterfront amenities creates a more attractive and diverse destination resulting in more economic opportunities.

BUDGETARY IMPACT:

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

BAF#21-023-A

Amount Requested	$ 25,000
Account Number	001-0000-337.30-18
Account Name	Find BV-CO-20-146 BT Ramp GR2105

Amount Requested	$ 25,000
Account Number	001-3520-572.31-13
Account Name	Find BV-CO-20-146 BT Ramp GR2105

(Total Budget of $50,000, with the transfer from the Cocoa CRA)

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
__X_ Grant Source: FIND - BV-CO-20-146
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

On March 11, 2020, City Council approved the FIND grant application which was subsequently

awarded by FIND.

RECOMMENDED MOTION:

Approve the Budget Resolution and BAF 21-023-A recognizing the FIND Grant Funding Revenue (BV-CO-20-146 - Phase 1), for the design and permitting related to the boat ramps restoration at Lee Wenner Park.

FLORIDA INLAND NAVIGATION DISTRICT

October 1, 2020

Mr. Anthony Hagan, Grants Administrator
City of Cocoa, Community Services
65 Stone Street
Cocoa, FL 32922

RE: Boat Ramps Restoration for Cocoa Riverfront Phase I
(Project # BV-CO-20-146)

Dear Mr. Hagan:

Enclosed, for your signature, is an original project agreement for your approved Assistance Program project for fiscal year 2020-2021. When signing the agreement, be sure to **also complete the Exhibit C, Matching Funds Form in the agreement**.

Once the agreement has been executed, please return the original to me for execution by the District. If original signatures are not required on your part, the signed agreement may be scanned and emailed to JZimmerman@aicw.org Upon final signature by FIND's Executive Director, I will return a fully executed agreement to you for your files.

Please note the projects first quarterly report (Exhibit F) will be due Dec 30, 2020. Other important grant deadlines and closeout requirements are listed in Exhibit G in the agreement.

Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org

Sincerely,

Janet Zimmerman
Assistant Executive Director

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

VACANT
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-20-146

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Boat Ramps Restoration for Cocoa Riverfront Phase I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2022 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2023. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2022, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than Fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $25,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an

equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Grants Administrator, Community Services
65 Stone Street
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

_____

_____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

Grants Admin

_____

City of Cocoa

By: _____

Title: Interim City Manager

Date: 10-06-2020

EXHIBIT A

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Boat Ramp Restoration for Cocoa Riverfront Phase I
Applicant:	City of Cocoa

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost** *(To the nearest $50)*	**FIND Cost** *(To the nearest $50)*
Design and Permitting for the Boat Ramp Renovations	383 Sq Yards	$25,000	$25,000

****TOTALS =**	**$**	**$ 25,000**	**$25,000**

Form No. 90-25 (New 10/14/92, Revised 04-24-06)

EXHIBIT B

2020
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568 and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;

10. Waterways related environmental education programs and facilities;

11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;

13. Maritime Management Planning;

14. Waterways boating safety programs and equipment;

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;

2. Restrooms for non-waterway users;

3. Roadways providing access to non-waterway users;

4. Parking areas for non-waterway users;

5. Utilities for non-waterway related facilities;

6. Lighting for non-waterway related facilities;

7. Project maintenance and maintenance equipment;

8. Picnic shelters and furniture for non-waterway related facilities;

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection;

b. Design, permitting, planning, engineering or surveying costs for completed construction project;

c. Restoration of sites disturbed during the construction of an approved project;

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: City of Cocoa

Project Title: Dredging & Channel Markers Cocoa Riverfront Phase 1 Project #: BV-CO-20-147

Source of Matching Funds: City of Cocoa General Funds / City of Cocoa Cocoa CRA Funds

Amount of Matching Funds: $25,000

I hereby certify that the above referenced project Sponsor, as of October 01, 2018, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated October 6, 2020.*

Project Liaison Name: Anthony Hagan, Grants Administrator

Project Liaison Signature:

Date: 10/6/20

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance	A.	_____
Less Previous Total Disbursements and Less Previous Total Retainage Held Balance Available	B.	_____
	=	_____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (A-B-C-D) = Balance Remaining	=	_____

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

(NOTE: Signature Required on Page 2)

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FLORIDA INLAND NAVIGATION DISTRICT

ACH Authorization FORM

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

_____

(Name of Financial Institution)

_____

_____

(Address of the Financial Institution-Branch, City, State, & Zip)

_____ _____

Signature Date

_____ _____

Name-PLEASE PRINT Name of Business/Agency

_____

Address-PLEASE PRINT

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

These numbers are located on the bottom of your check as follows:

⑆123456⑆ ⑆1234567890⑆21⑈

ROUTING NUMBER ACCOUNT NUMBER

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT
http://www.aicw.org/assistance_programs/cooperative_assistance_programs/docs/exhibit-f-status-report-95-02.docx

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD			
Oct 1-Dec 20__ ;	Jan-March 20__ ;	April-June 20___ ;	July-Sept 20___
Report Due: (Dec 30)	**(March 30)**	**(June 30)**	**(Sep 30)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2010-	Project Agreement Executed, Project Initiates.	
DECEMBER 30, 2020	First Quarterly Report Due.	Use Quarterly Status Report Form Exhibit F http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php
- MARCH 30 2021-	Second Quarterly Report Due.	
JUNE 30, 2021-	Third Quarterly Report Due.	
SEPTEMBER 30, 2021 -	Fourth Quarterly Report Due.	
DECEMBER 30, 2020	Fifth Quarterly Report Due.	
- MARCH 30 2022 -	Sixth Quarterly Report Due.	
JUNE 30, 2022-	Seventh Quarterly Report Due.	

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2022 quarterly report.

SEPTEMBER 1-30, 2022 - Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2022 - End of Grant. All work must be complete closeout paperwork submitted.

October 2022- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

---

*<u>**NOTE: ANY MODIFICATIONS**</u> to the PROJECT shall require advance notice and prior written <u>approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617



City of Cocoa
65 Stone Street
Cocoa, FL 32922
Phone: (321) 433-8684
Facsimile: (321) 433-8690

Utili

GRANT APPLICATION SUBMITTAL FORM
SECTION I

DEPARTMENT: Community Services	**DIVISION:** Cocoa CRA
POINT OF CONTACT: Anthony Hagen	**PROJECT MANAGER:** Frank Mirabito
NAME OF GRANT: Florida Inland Navigation District Grant (FIND)	
CFDA#/CFSA#: N/A	**DATE DEPT. RECEIVED RFP:** 2/14/2020
AMOUNT REQUESTED: $600,000	**GRANT DUE DATE:** 03/20/2020
PROJECT DESCRIPTION: Funding for dredging the channel, channel markers and reconstruction of the boat ramps at Lee Wenner Park	
COUNCIL REQUIRED: ☒ **YES** ☐ **NO**	**TARGET DATE TO COUNCIL:** 03/11/2020
MATCH REQUIRED: ☒ **YES** ☐ **NO** **(IF YES, HOW MUCH?: 50%)**	**MATCH BUDGETED:** ☐ **YES** ☒ **NO**
REIMBURSEMENT GRANT: ☒ **YES** ☐ **NO**	**SCHEDULE FOR REIMBURSEMENT: at end of grant**
Expense Account Number(s) to be used: 110-3230-559-63-00	
WHAT ARE THE REPORTING REQUIREMENTS? Financial and project reports due as directed by the award letter.	
FUTURE REQUIREMENTS TO CONSIDER:	
IS THE DEPARTMENT PREPARED TO APPLY: ☒ **YES** ☐ **NO**	
EXPLAIN: Staff are prepared to submit the grant application.	

Please submit a copy of the grant / request for proposal with this form.

SECTION II
REQUIRED IF GRANT EXCEEDS $1,000

APPLICATION APPROVALS:

Charlene Mentzer 2/28/2020
Department Director For Nancy Bunt Date

L Howell 2/28/2020
~~Grants Administrator~~ Deputy F. D. Date

Rebecca Jaramillo 2/29/20
Finance Representative Date

[signature] 3/2/2020
City Manager Date

SECTION III

COMMENTS / CONCERNS OR SPECIAL NOTES:

City of Cocoa Budget Adjustment Form FY 2021 - 21-023-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3230 | DATE PREPARED: 10/07/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	001-0000-337.30-18	GR2105	FIND BV-CO-20-146 BT Ramp	$ 0	$ 0	$ 25,000	$ 40,378
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 25,000	001-3520-572.31-13	GR2105	FIND BV-CO-20-146 BT Ramp	$ 0	$ 40,378	$ 65,378	$ 80,756
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 25,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Recognition of Revenue for Lee Wenner Park Boat Ramp Rehabilitation project FIND grant. Agenda 20-763

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

10/28/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.10.28 10:00:57 -04'00')	10/29/20	Lea Malarae (Digitally signed by Lea Malarae Date: 2020.10.29 16:51:50 -04'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/29/20	Bryant Smith (Digitally signed by Bryant Smith Date: 2020.10.29 14:04:36 -04'00')	11/2/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.11.02 15:12:26 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	20-767	**Version:**	1	**Name:**	
Type:	Resolution			**Status:**	City Business
File created:	10/27/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approve the Budget Resolution and BAF 21-022-A recognizing the FIND Grant Funding Revenue (BV-CO-20-147 - Phase 1), for the design and permitting related to the dredging of the Lee Wenner Park Basin. (Public Works Director)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	FIND Phase 1 - Dredging (Matt Signed).pdf Internal Grant Application - FIND Grant (Dredging and Boat Ramp).pdf Budget Resolution.docx BAF 21-022-A-PW-LWP Dredging (11-10-20) 20-767.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 27, 2020
Agenda Date: November 10, 2020
Prepared By: Frank Mirabito, Project Manager
Through: Bryant Smith III, P.E., CFM, Public Works Director/City Engineer
Requested Action:
Approve the Budget Resolution and BAF 21-022-A recognizing the FIND Grant Funding Revenue (BV-CO-20-147 - Phase 1), for the design and permitting related to the dredging of the Lee Wenner Park Basin.

BACKGROUND:

Previously, the City of Cocoa and the Cocoa CRA updated the Cocoa Community Redevelopment Agency Plan. The plan included rebuilding and hardening of several amenities damaged beyond repair during Hurricane Irma with included enhancements previously contemplated. The completed amenities include the shoreline of Lee Wenner Park, the T-dock, Day Slips, and the Riverfront Park Promenade. With the acquisition of the remaining parcels of Lee Wenner Park from Brevard County in 2017 many other improvements were identified.

The docking amenities were recently completed and opened for public use. The public docking facilities were constructed in accordance with the City's environmental permit and in order to accommodate the draft of larger vessels dredging is necessary. The dredging was deemed eligible for submission of a Florida Inland Navigational District (FIND) grant and on March 11, 2020, City Council approved the grant application for this project.

The dredging project within the City controlled submerged lands adjacent to Lee Wenner Park and the waterfront last occurred in 2013 and since has been filled in with sediment. The removal of the sediment will make the Cocoa basin a more attractive destination for ICW cruiser vessels that are traversing the Intercoastal Waterway. The FIND grant funding works in two phases and provides for a 50% reimbursement of the project costs. The first phase is for the design, permitting and engineering and the second is for the actual construction. The construction phase will be submitted for the next cycle of FIND grant funds and if awarded construction will take place starting in 2021.

The Cocoa CRA Agenda 20-676, transfers $30,000 for grant matching funds to the General Fund, BAF#21-020-A, for a total budget for this phase of $60,000.

STRATEGIC PLAN CONNECTION:

This Project will allow for greater access for the boating community to visit the City of Cocoa

BUDGETARY IMPACT:

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

BAF#21-022-A (FIND Grant Revenue)

Amount Requested	$30,000
Account Number	001-0000-337.30-17 GR2104
Account Name	FIND BV-CO-20-147 Dredging

Amount Requested	$30,000
Account Number	001-3520-572.31-14 GR2104
Account Name	FIND BV-CO-20-147 Dredging

(Cocoa CRA Transfer to General Fund BAF # 21-020-A for $30,000)

Total Budget $60,000

Source of Funds:
____State Revolving Loan
____ Other Loan Source:_
_X__ Grant Source:_BV-CO-20-147
____ Bond:_
____ Reserves Source:_
____ Transfer Acct #:_

PREVIOUS ACTION:

On March 11, 2020, Council approved the FIND grant application.

RECOMMENDED MOTION:
Approve the Budget Resolution and BAF 21-022-A recognizing the FIND Grant Funding Revenue (BV-CO-20-147 - Phase 1), for the design and permitting related to the dredging of the Lee Wenner Park Basin.

FLORIDA INLAND NAVIGATION DISTRICT

October 1, 2020

Mr. Anthony Hagan, Grants Administrator
City of Cocoa, Community Services
65 Stone Street
Cocoa, FL 32922

RE: Dredging and Channel Markers for Cocoa Riverfront Phase I
(Project # BV-CO-20-147)

Dear Mr. Hagan:

Enclosed, for your signature, is an original project agreement for your approved Assistance Program project for fiscal year 2020-2021. When signing the agreement, be sure to **also complete the Exhibit C, Matching Funds Form in the agreement**.

Once the agreement has been executed, please return the original to me for execution by the District. If original signatures are not required on your part, the signed agreement may be scanned and emailed to JZimmerman@aicw.org Upon final signature by FIND's Executive Director, I will return a fully executed agreement to you for your files.

Please note the projects first quarterly report (Exhibit F) will be due Dec 30, 2020. Other important grant deadlines and closeout requirements are listed in Exhibit G in the agreement.

Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org

Sincerely,

Janet Zimmerman
Assistant Executive Director

COMMISSIONERS

DON DONALDSON
CHAIR
ST. LUCIE COUNTY

J. CARL BLOW
VICE-CHAIR
ST. JOHNS COUNTY

JON NETTS
TREASURER
FLAGLER COUNTY

FRANK GERNERT
SECRETARY
BROWARD COUNTY

T. SPENCER CROWLEY, III
MIAMI-DADE COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

VACANT
VOLUSIA COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

VACANT
INDIAN RIVER COUNTY

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE DIRECTOR

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. BV-CO-20-147

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Cocoa, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Dredging and Channel Markers for Cocoa Riverfront Phase I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2022 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2023. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2022, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than Fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $30,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation

accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT were required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an

equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 25-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its

employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Cocoa
Attention: Grants Administrator, Community Services
65 Stone Street
Cocoa, FL 32922

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT

SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

_____

_____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

Grants Admin

_____

City of Cocoa

By: _____

Title: Interim City Manager

Date: 10-06-2020

EXHIBIT A

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020

PROJECT COST ESTIMATE
(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Dredging and Channel Markers for Cocoa Riverfront	
Applicant:	City of Cocoa	

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost** *(To the nearest $50)*	**FIND Cost** *(To the nearest $50)*
Surveying, Design, and Permitting for Channel Marking and Dredging	2,100 Cubic Yards	$30,000	$30,000

****TOTALS =**	**$**	**$ 30,000**	**$30,000**

Form No. 90-25 (New 10/14/92, Revised 04-24-06)

EXHIBIT B

2020
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "TRIM HEARING" means a public hearing required by Chapter 200, F.S., concerning the tax and budget of the District.

(29) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.

(30) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the

environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-03568 and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7) and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within

the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.
Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects that provide for commercial/industrial waterway access shall qualify for a maximum of fifty (50) percent funding. All other land acquisition projects shall qualify for a maximum of twenty-five (25) percent program funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. All funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility for a minimum period of 25 years after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal

Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163, F.S., or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications", shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging;
2. Public navigation aids and markers;
3. Inlet management projects that are a benefit to public navigation in the District;
4. Public shoreline stabilization directly benefiting the District's waterway channels;
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access;
6. Waterway signs and buoys for safety, regulation or information;
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities;
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities;

9. Derelict Vessel Removal;

10. Waterways related environmental education programs and facilities;

11. Public fishing and viewing piers;

12. Public waterfront parks and boardwalks and associated improvements;

13. Maritime Management Planning;

14. Waterways boating safety programs and equipment;

15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,

16. Environmental restoration, enhancement or mitigation projects; and,

17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat;

2. Restrooms for non-waterway users;

3. Roadways providing access to non-waterway users;

4. Parking areas for non-waterway users;

5. Utilities for non-waterway related facilities;

6. Lighting for non-waterway related facilities;

7. Project maintenance and maintenance equipment;

8. Picnic shelters and furniture for non-waterway related facilities;

9. Vehicles to transport vessels; and,

10. Operational items such as fuel, oil, etc.

11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,

12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection;

b. Design, permitting, planning, engineering or surveying costs for completed construction project;

c. Restoration of sites disturbed during the construction of an approved project;

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1. above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $60,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 25 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental entity. The governmental

entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the District's final TRIM hearing. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Should the environmental permitting element of an application that has construction elements requiring state or federal environmental permits or authorizations not be completed by the District's final TRIM hearing, the construction portion of the project will not be considered for funding. Whereby funding decisions are completed at the final TRIM hearing, the District will not deviate from the funding schedule to accommodate any application deficiency.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation

credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report", dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and

available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $7,500 per project, not to exceed $22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding $10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

(5) Hold Harmless Waiver: All volunteers, who are not government employees, shall sign a hold harmless waiver Form No. 02-01 (New 7-30-02) as approved by the District and hereby incorporated by reference and available from the District office.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $30,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, on-line, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: City of Cocoa

Project Title: Dredging & Channel Markers Cocoa Riverfront Phase 1 Project #: BV-CO-20-147

Source of Matching Funds: City of Cocoa General Funds / City of Cocoa Cocoa CRA Funds

Amount of Matching Funds: $30,000

I hereby certify that the above referenced project Sponsor, as of October 01, 2018, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated October 6, 2020 .*

Project Liaison Name: Anthony Hagan, Grants Administrator

Project Liaison Signature:

Date: 10/6/20

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FIND Form No. 95-01
New 9/9/95 (revised 7-30-02)

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #:_____

PROJECT SPONSOR: _____ BILLING #:_____

Amount of Assistance	A.	_____
Less Previous Total Disbursements and Less Previous Total Retainage Held Balance Available	B. =	_____ _____

Funds Requested This Disbursement

Funds Requested	C.	_____
Less Retainage (-10% unless final)	D.	_____
Check Amount	=	_____

Amount of Assistance		_____
Less Total Prior and Current Payments Including all retainage held (A-B-C-D)	=	_____ _____
= Balance Remaining		

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

(NOTE: Signature Required on Page 2)

EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (**Should correspond to Cost Estimate Sheet Categories in Exhibit "A"**)	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

FLORIDA INLAND NAVIGATION DISTRICT

ACH Authorization FORM

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

_____

(Name of Financial Institution)

_____

_____

(Address of the Financial Institution-Branch, City, State, & Zip)

_____ _____

Signature Date

_____ _____

Name-PLEASE PRINT Name of Business/Agency

_____

Address-PLEASE PRINT

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

These numbers are located on the bottom of your check as follows:

⑆123456⑆ ⑆1234567890 1 2⑈

ROUTING NUMBER ACCOUNT NUMBER

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT
http://www.aicw.org/assistance_programs/cooperative_assistance_programs/docs/exhibit-f-status-report-95-02.docx

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD			
Oct 1-Dec 20__ ;	Jan-March 20__ ;	April-June 20___ ;	July-Sept 20___
Report Due: (Dec 30)	**(March 30)**	**(June 30)**	**(Sep 30)**

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

Form No. 95-02
(Effective Date: 7-30-02)

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2010- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2020 First Quarterly Report Due.

- MARCH 30 2021- Second Quarterly Report Due.

Use Quarterly Status Report Form Exhibit F
http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php

JUNE 30, 2021- Third Quarterly Report Due.

SEPTEMBER 30, 2021 - Fourth Quarterly Report Due.

DECEMBER 30, 2020 Fifth Quarterly Report Due.

- MARCH 30 2022 - Sixth Quarterly Report Due.

JUNE 30, 2022- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2022 quarterly report.

SEPTEMBER 1-30, 2022 - Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2022 - End of Grant. All work must be complete closeout paperwork submitted.

October 2022- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

---

*<u>**NOTE**: **ANY MODIFICATIONS** to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617



City of Cocoa Budget Adjustment Form FY 2021 - 21-022-A

SELECT ADJUSTMENT TYPE: BUDGET AMENDMENT | REQUESTING DEPARTMENT #: 3230 | DATE PREPARED: 10/07/20

'REVENUE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 30,000	001-0000-337.30-17	GR2104	FIND BV-CO-20-147 Dredging	$ 0	$ 0	$ 30,000	$ 48,883
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 30,000	TOTAL						

'EXPENSE' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 30,000	001-3520-572.31-14	GR2104	FIND BV-CO-20-147 Dredging	$ 0	$ 48,883	$ 78,883	$ 97,766
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 30,000	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

Recognition of Revenue for Lee Wenner Park dredging project FIND grant. Agenda 20-767.

Council/Board APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. All CRA adjustments are required to go their respective boards.

10/28/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.10.28 10:04:54 -04'00'	10/29/20	Lea Malarae — Digitally signed by Lea Malarae Date: 2020.10.29 16:42:50 -04'00'		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
10/29/20	Bryant Smith — Digitally signed by Bryant Smith Date: 2020.10.29 14:04:57 -04'00'	11/2/20	Lora Howell — Digitally signed by Lora Howell Date: 2020.11.02 15:09:37 -05'00'		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

Legislation Details (With Text)

File #:	20-749	**Version:**	1	**Name:**	
Type:	Contract			**Status:**	Multi-Year Contract
File created:	10/22/2020			**In control:**	City Council
On agenda:	11/10/2020			**Final action:**	
Title:	Approval for the sole source procurement of IDEMIA FDLE Livescan System, initial installation, training, ancillary equipment and three (3) year on-site maintenance services via use of a multi-year contract service agreement with IDEMIA. To further authorize the City Manager to approve annual renewals for on-site maintenance support services. Approve a Resolution Amending the FY21 Budget, BAF#20-029-T. (Chief of Police)				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	CSR-AFIS fingerprint machine (10-22-2020).pdf IDEMIA Cocoa PD_IDFL-L031620-01B_10-21-2020 (003).pdf ECP_IDEMIA AFIS_$9860.00_PD.pdf IDEMIA SS Cocoa PD_SS_IDFL-L031620-01_10-28-2020.pdf Budget Resolution FY 2021.docx BAF-20-029-T-PD-Livescan AFIS (11-10-2020) Agenda Item 20-749.pdf 2020-240 Sole Source.pdf				

Date	Ver.	Action By	Action	Result

CITY COUNCIL AGENDA ITEM

Memo Date: October 22, 2020
Agenda Date: November 10, 2020
Prepared By: Susan L. Lambert, Administrative Assistant
Through: Michael P. Cantaloupe, Chief of Police
Requested Action:
Request Council approval for the sole source procurement of IDEMIA FDLE Livescan System, initial installation, training, ancillary equipment and three (3) year on-site maintenance services via use of a multi-year contract service agreement with IDEMIA. To further authorize the City Manager to approve annual renewals for on-site maintenance support services. Approve a Resolution Amending the FY21 Budget, BAF#20-029-T

BACKGROUND:

In 2014 the Police Department obtained MorphoTrak systems to capture fingerprints and transmit them electronically to the Florida Department of Law Enforcement. The company has since then changed their name to IDEMIA.

The current system is not Windows 10 compatible, which prevents the transmission of fingerprints.

To resolve this issue, a system upgrade is required. The Police Department budgeted for the upgrade in its' 2021 CIP and was approved by Council.

The IDEMIA Livescan System is used for fingerprinting applicants throughout the City of Cocoa for pre-employment background investigations. It is also used for fingerprinting vendors who work with the City of Cocoa for unescorted access throughout the facilities and finally, pre-COVID, it was used for Citizens fingerprint processing.

This contract service agreement includes initial installation of the system, $9,860, which includes the first year of training and on-site maintenance support. Subsequent on-site maintenance support shall be invoiced annually in the amount of $1,996 through the end of the term.

STRATEGIC PLAN CONNECTION:

Operational

BUDGETARY IMPACT:

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

First year $9,860 (includes initial installation, training and on-site maintenance support.)
Account number: 001-2100-521.64-00 PD14AF

3-Year on-site maintenance support: $1,996
Account number: 001-2100-521.46-00 PD14AF

BAF#20-029-T

Amount: ($278)
Account Number: 001-2100-521.52-00
Account Name: Operating Supplies

Amount: $278
Account Number: 001-2100-521.64-00 PD14AF
Account Name: Machinery and Equipment

PREVIOUS ACTION:

None.

RECOMMENDED MOTION:

Request Council approval for the sole source procurement of IDEMIA FDLE Livescan System, initial installation, training, ancillary equipment and three (3) year on-site maintenance services via use of a multi-year contract service agreement with IDEMIA. To further authorize the City Manager to approve annual renewals for on-site maintenance support services. Approve a Resolution Amending the FY21

Budget, BAF#20-029-T.

Embedded Secure Document

The file *https://cocoa.legistar.com/View.ashx?M=F&ID=8903481&GUID=6B39B970-2B7A-4619-A6E9-01F0134D4EC8* is a secure document that has been embedded in this document. Double click the pushpin to view.



5515 East La Palma Avenue
Suite 100
Anaheim, CA 92807

October 21, 2020

Susan L. Lambert, CAP, OM
Administrative Assistant
Cocoa Police Department
1226 W. King Street
Cocoa, FL 32922
Tel: (321) 637-6305
Email: **slambert@cocoapolice.com**

Reference No. IDFL-L031620-01B
This price quote replaces the previous price quote Reference No. IDFL-L031620-01A.

IDEMIA is pleased to provide Cocoa Police Department with the following price quote for a new LiveScan System with IDEMIA Enrollment Software Application (MESA) as per **Contract No. FDLE-021-16**.

IDEMIA's fully integrated new LiveScan solution provides Cocoa Police Department the following features and benefits:

- Single-source vendor for all components of the LiveScan solution, including the AFIS interface
- IDEMIA Enrollment Software Application (MESA)
- Digital image capture of upper, lower and writer's palms, slaps and rolls
- Mug Photo Capture
- Full compliance with FDLE AFIS, FBI IAFIS/NGI EBTS and ANSI/NIST image standards
- Automatic fingerprint sequencing and duplicate print checking before scanning is completed, ensuring data integrity
- Quick check, review, and edit can be performed on each print
- All livescan configurations include on-site installation, training, and 3 year on-site maintenance



Tenprint capture unit

IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources **in the field** near the customer to provide on-site customer support.

Our warranty is 3 Years on-site for both parts and labor. Should Cocoa Police Department report a problem, IDEMIA will dispatch the IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Cocoa Police Department staff members are not burdened with the added task of "parts replacement".

Solution Description and Pricing
IDEMIA proposes the equipment and services described in Table 1 - LiveScan System with Tenprint (Fingerprint) only capture.

Note: per FDLE, Livescans being used for criminal submission require Palmprint capture.

Tenprint (Fingerprint) - Desktop

Table 1. Pricing

Item #	Qty	Description	Unit Price
FDLE_3_D_500_TP_	**1**	**IDEMIA FDLE Desktop Livescan System to include:** ♦ MESA Live Scan System Software License ♦ Tenprint 500PPI Scanner ♦ Computer, Monitor, keyboard ♦ FDLE specific transmission Software Installation / On-site Training 3 Year On-site *Advantage* Solution Maintenance, 9X5	**$9,860**
Annual Maintenance – starting in Year 4			
		Maintenance: On-site *Advantage* Solution, 9X5	**$1,996**

Customer Responsibilities
Cocoa Police Department is responsible for the following:
- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Obtaining all required authorizations for connecting to the Central AFIS at FDLE.

Assumptions
In developing this proposal, IDEMIA has made the following assumptions regarding the LiveScan System:
- With the exception of the Central AFIS at FDLE, there are no external interfaces to support which includes but is not limited to records management system, booking system, mugshot system, etc.
- Price includes support for the core functionality of the existing FDLE functionality and workflow.
- On-site Installation Services will be scheduled after network connectivity to FDLE has been established and verified.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days after the date of the invoice.

Proposal Expiration: March 31, 2021

Purchase orders should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311 | Office: (714) 575-2956

We look forward to working with you.

Sincerely,



Michael Kato
Vice President of Public Security, State & Local Government - IDEMIA

Attachment A

Terms

Additional engineering effort by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for Cocoa Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. IDEMIA assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Purchase orders should include the reference ***Florida State Contract Contract No. FDLE-021-16.*** and should be sent to IDEMIA by electronic mail, facsimile or U.S. mail. Please direct all questions and order correspondence, including Purchase Order, to:

Jayne Goodall
IDEMIA
5515 East La Palma Avenue, Suite 100
Anaheim, CA 92807
Email: jayne.goodall@us.idemia.com | Mobile: (951) 833-2311 | Office: (714) 575-2956

Product purchase shall be governed by ***Florida State Contract Contract No. FDLE-021-16***. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided and order fulfillment will commence upon receipt of Purchase Order from Cocoa Police Department.

Advantage Solution Support

The following table provides a summary of the maintenance services and support for the initial maintenance period -- 3 years from the date of installation.

Support Features	Maintenance Services
Software Support 9X5*	**Included in Purchase**
Unlimited Telephone Technical Support	√
2 Hour Telephone Response Time	√
Remote Dial-in Analysis	√
Software Standard Releases	√
Software Supplemental Releases	√
Automatic Call Escalation	√
Software Customer Alert Bulletins	√
Hardware Support - On-site 9X5*	**Included in Purchase**
On-Site Response	24-hours
On-Site Corrective Maintenance	√
On-Site Parts Replacement	√
Preventive Maintenance	√
Escalation Support	√
Hardware Service Reporting	√
Hardware Customer Alert Bulletins	√
Parts Support	**Included in Purchase**
Advanced Exchange Parts Replacement	√
Telephone Technical Support for Parts Replacement	√
Parts Customer Alert Bulletins	√
Software Uplifts	
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional
Hardware Uplifts	
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional

**Customer local time*

By signing this signature block below, Cocoa Police Department agrees to the terms and pricing stated in this proposal for the equipment as referenced above. My signature below constitutes the acceptance of this order and authorizes IDEMIA, LLC, to ship and provide this equipment:

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): $_____

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Please provide Billing Address:

_____

_____

_____

Billing Contact name

Telephone number ( )

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

Technical Contact name

Telephone number ( )

Embedded Secure Document

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October 28, 2020

Susan L. Lambert, CAP, OM
Administrative Assistant
Cocoa Police Department
1226 W. King Street
Cocoa, FL 32922
Tel: (321) 637-6305
Email: slambert@cocoapolice.com

Reference No. IDFL-L031620-01B

IDEMIA's Automated Fingerprint Identification System (AFIS) is currently installed at Florida Department of Law Enforcement (FDLE). IDEMIA is the owner of the software and design, sole developer and sole provider for the AFIS.

The proposed IDEMIA LiveScan Fingerprint System is specifically designed to work with the existing AFIS located at FDLE.

As the manufacturer of the existing FDLE AFIS and software application, only IDEMIA can provide the LiveScan System that uses the same Software processing, searching and matching technology used by the FDLE AFIS. These devices use a proprietary software application that incorporates specific encoding algorithms and search routines developed and patented by IDEMIA.

IDEMIA's LiveScan Systems are highly specialized and include IDEMIA proprietary hardware designs with proprietary application and customized LiveScan Software. Additionally, several components of the LiveScan System include IDEMIA patented technology.

Due to the proprietary nature of the design as well as IDEMIA's exclusive ownership of the source materials, the hardware and software as well as the functionality of the LiveScan System can be provided and supported only by IDEMIA.

Specifically:
IDEMIA does not have other sales channels, partners or resellers. The proposed solution (hardware, software, and support) can only be procured and implemented directly from IDEMIA.

Should you require further assistance, please contact Jayne Goodall, IDEMIA Senior Sales Manager, Mobile (951) 833-2311, Office (714) 575-2956 Email jayne.goodall@us.idemia.com

Sincerely



Michael Kato
Vice President of Public Security, State & Local Government
IDEMIA

City of Cocoa Budget Adjustment Form FY 2021 - 20-029-T

SELECT ADJUSTMENT TYPE: BUDGET TRANSFER | REQUESTING DEPARTMENT #: 2100 | DATE PREPARED: 11/05/20

'FROM' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
($ 278)	001-2100-521.52-00		Law Enforcement/Operating	$ 162,174	$ 0	($ 278)	$ 119,102
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
($ 278)	TOTAL						

'TO' ACCOUNT(S)

ADJUSTMENT AMOUNT	ACCOUNT NUMBER	PROJECT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	AMENDED BUDGET	ADJUSTED BUDGET	UNENCUMBERED BALANCE
$ 278	001-2100-521.64-00	PD14AF	Law Enforcement/Machinery & Equipment	$ 352,824	$ 0	$ 278	$ 299,251
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 0				$ 0	$ 0	$ 0	$ 0
$ 278	TOTAL						

REASON/JUSTIFICATION FOR ADJUSTMENT:

This BAF is necessary because the quote is higher than the original projected cost that came in at CIP time for the AFIS Livescan machine. Agenda 20-749

CITY COUNCIL APPROVAL REQUIRED? *YES* (●) *NO* ( ) *DATE APPROVED:* 11/10/20 *RESOLUTION #:*

City Council approval is needed for all transfers greater than $50,000 and transfers between Departments / Funds. Attach copy of agenda item and City Clerk's Journal noting approval.

11/5/20	Susan L. Lambert (Digitally signed by Susan L. Lambert Date: 2020.11.05 05:59:09 -05'00')	11/5/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.11.05 09:45:45 -05'00')		
Date	Requestor's Signature	Date	Finance Approval Signature	Date	Finance Director's Signature
11/5/20	Michael Cantaloupe (Digitally signed by Michael Cantaloupe Date: 2020.11.05 09:13:58 -05'00')	11/5/20	Lora Howell (Digitally signed by Lora Howell Date: 2020.11.05 09:46:07 -05'00')		
Date	Department Director's Signature	Date	Deputy Fin. Director's Signature	Date	City Manager's Signature

FINANCE USE ONLY:

Date Entered: _____ Entered By: _____ Group #: _____

RESOLUTION NO. 2020-240

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COCOA, FLORIDA, WAIVING THE COMPETITIVE BIDDING PROCESS AND SETTING FORTH THE BASIS OF THE CITY MANAGER'S RECOMMENDATION THEREOF BY EXHIBIT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2 of Article XIII of the City Charter of the City of Cocoa and Section 2-4 of the City Code of the City of Cocoa provides that competitive bidding is required for all purchases unless certain requirements are met for exceptions to the bidding requirement; and

WHEREAS, the City Manager has recommended that the competitive bidding requirement be waived for the purchase or public improvement described in Exhibit "A" attached to this resolution and by this reference incorporated herein; and

WHEREAS, the City Council has determined that competitive bidding for the purchase described in Exhibit A would not be in the City's best interest.

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

SECTION 1. The purchase described in Exhibit A is hereby approved and the competitive bidding requirement is hereby waived. The basis for the City Manager's recommendation that a competitive bidding procedure would not be in the City's best interest is attached to this resolution and by this reference incorporated herein.

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. This resolution shall become effective immediately upon adoption by the Cocoa City Council.

ADOPTED by the City Council of the City of Cocoa, Florida, in a Regular Meeting assembled on the 10th day of November 2020,

_____

Jake Williams Jr., Mayor

ATTEST:

_____

Carie Shealy, City Clerk

EXHIBIT "A"

To Resolution No. 2020-240

The City Manager recommends that the competitive bidding requirement be waived, by reason of single source, for the procurement of AFIS Livescan Machine. IDEMIA is the current provider for the AFIS Livescan machine which is supported through the Florida Department of Law Enforcement. I support approval of this resolution.

Stockton Whitten,
City Manager

IDEMIA

October 28, 2020

Susan L. Lambert, CAP, OM
Administrative Assistant
Cocoa Police Department
1226 W. King Street
Cocoa, FL 32922
Tel: (321) 637-6305
Email: slambert@cocoapolice.com

Reference No. IDFL-L031620-01B

IDEMIA's Automated Fingerprint Identification System (AFIS) is currently installed at Florida Department of Law Enforcement (FDLE). IDEMIA is the owner of the software and design, sole developer and sole provider for the AFIS.

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Should you require further assistance, please contact Jayne Goodall, IDEMIA Senior Sales Manager, Mobile (951) 833-2311, Office (714) 575-2956 Email jayne.goodall@us.idemia.com

Sincerely



Michael Kato
Vice President of Public Security, State & Local Government
IDEMIA

FORTINET

URL Blocked by FortiClient

cocoa.legistar.com/gateway.aspx

is in the category Unknown

Your FortiClient administrator has blocked this category

FortiClient has been configured to block unrated urls.
This url was categorized as unrated because the FortiGuard url rating service is inaccessible.



Purchase Order Approvals 10-01-20 thru 10-31-20

$35,000 to $50,000 Recap Sheet

Total Purchase Orders Issued = 10

City Manager = 3

City of Cocoa CRA Board = 0

City Council = 7

Purchase Order Approvals 10-01-20 thru 10-31-20
$35,000 to $50,000 By City Manager

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77192	10/23/2020	Insource Software Solutions	$ 35,177.43	10/23/2020	Stockton Whitten
77194	10/23/2020	MCCI, LLC	$ 36,775.15	10/23/2020	Stockton Whitten
77214	10/23/2020	Brev Cty Emergency Management	$ 41,830.00	10/23/2020	Stockton Whitten

3 Purchase Order Approved by City Manager

Prepared by Purchasing 11/3/2020

Purchase Order Approvals 10-01-20 thru 10-31-20
$35,000 to $50,000 By CRA Board

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom

0 Purchase Order Approved by CRA

Purchase Order Approvals 10-01-20 thru 10-31-20
$35,000 to $50,000 By City Council

PO #	PO Date	Vendor	PO Amount	Approval Date	By Whom
77013	10/6/2020	Tanner Industries	$ 49,000.00	9/23/2020	City Council
77020	10/6/2020	Fort Bend Services	$ 42,000.00	9/23/2020	City Council
77089	10/13/2020	Florida Power & Light	$ 45,000.00	9/23/2020	City Council
77115	10/13/2020	Verizon Wireless	$ 40,765.00	9/23/2020	City Council
77116	10/13/2020	Verizon Wireless	$ 36,821.00	7/24/2012	City Council
77136	10/15/2020	Florida Power & Light	$ 48,000.00	9/23/2020	City Council
77143	10/15/2020	Florida Power & Light	$ 46,000.00	9/23/2020	City Council

7 **Purchase Order Approved by City Council**

Prepared by Purchasing 11/3/2020